



Department of Energy
Washington, DC 20585

February 11, 2014

CERTIFIED MAIL

Ms. Sharon Kivowitz, Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
290 Broadway, 17th Floor
New York, NY 10007-1866

Subject: Response to the "Notice of Potential Liability and Request for Information Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9607(a) and 9604(e), Related to the New Cassel/Hicksville Ground Water Contamination Superfund Site in the Towns of Hempstead, North Hempstead and Oyster Bay in Nassau County, New York"

Dear Ms. Kivowitz:

Please find enclosed the Department of Energy (DOE), Office of Legacy Management's response to the subject request received August 5, 2013. As agreed to during numerous conferences with you and representatives from United States Army Corps of Engineers (USACE) and DOE, DOE is responding via this correspondence to questions 1-3 and 18. All other responses will come under separate cover from USACE with input from DOE for questions 13 through 17.

With the responses to the questions, DOE has provided a spreadsheet which links all the documents considered responsive. Portions of these documents are highlighted to assist you in locating the relevant information that responds to the question.

As noted in the subject request, DOE will contact you upon receipt of any additional, new, or different information that may alter and/or modify our responses.

If you have any questions pertaining to our response, please call Mr. Steven Miller, Office of General Counsel, at (202) 586-2925, or send him an email at steven.miller@hq.doe.gov or contact Ms. Gwendolyn Hooten of my staff at (720) 880-4349, or email her at gwen.hooten@lm.doe.gov. They will be able to assist you.



Printed with soy ink on recycled paper

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Ms. Sharon Kivowitz

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February 11, 2014

Please address any correspondence to:

U.S. Department of Energy
Office of Legacy Management
11025 Dover St., Ste. 1000
Westminster, CO 80021

Sincerely yours,



Karen A. Reed
2014.02.11 13:58:16
-07'00'

Karen Reed
Environmental Team Leader

Enclosures

cc w/enclosures:
J. LaPoma, EPA

cc w/o enclosures:
C. Clayton, DOE-LM (e)
G. Hooten, DOE-LM (e)
S. Miller, DOE-GC-51 (e)
File: HCK 000(A) (re grand junction)

**New Cassel/Hicksville Ground Water Contamination Superfund Site
Located in Towns of Hempstead, North Hempstead and Oyster Bay, NC, New York**

Responses to EPA Request for Information

Table 1 has been provided to allow the reviewer to identify the documents that were referenced for the response. Within the referenced documents, the text is highlighted that pertains to the answer of the question and the question number is identified in the margins. The documents are available on the enclosed compact disc (CD).

The responses are followed by the title of the referenced document surrounded in brackets.

1. State the correct legal name and mailing address of the Department of Energy and /or any predecessor, including, but not limited to, the Atomic Energy Commission, hereinafter referred to as the “Department of Energy and/or any predecessor”.

Response:

U.S. Department of Energy, GC 51, Attention: Steven Miller, 1000 Independence Avenue, S.W., Washington, D.C. 20585. All correspondence pertaining to this response should be sent to this address with copy to U.S. Department of Energy, Office of Legacy Management, Karen Reed, Team Leader Environmental Team 2, 11025 Dover Street, Suite 1000, Westminster, CO 80021.

Energy Research and Development Administration, c/o DOE, 1000 Independence Avenue, S.W., Washington D.C. 20585.

U.S. Atomic Energy Commission, Washington, D.C. and operations offices in Oak Ridge, Tennessee; Savannah River, Aiken, South Carolina; and New York, New York.

2. Identify the address, Section, Block and Lot numbers, and the size of each property, hereinafter referred to as “Property” or “Properties”, that the Department of Energy or any predecessor formerly owned or operated within the site from the date it, or any related entity had an ownership or operator interest. The term “operator interest” as used herein shall include, but is not limited to, any unit of government that operated or otherwise controlled activities at the Property or Properties by contract or other means.

Response:

DOE is not addressing the question as to whether we can be characterized by EPA as being an operator or having an “operator interest” at the site. To the extent that EPA is asking for factual information, the following response is provided.

The properties are identified as follows:

Section 11, Block 499, Lot 94 (bldg. 70) – totaling 3.9 acres

Section 11, Block 499, Lot 99 (bldg.100) – totaling 2.5 acres

Section 11, Block 499, Lot 100 (140 bldg.) – totaling 4.0 acres

(Reference: 2002 NYSDEC GTE Voluntary Cleanup Agreement)

DOE or any predecessor never had ownership of any portion of the property within the site.

3. For each Property identified in response to Question No. 2. in which Department of Energy or any predecessor had an ownership or operator interest in the past, please identify:

DOE is not addressing the question as to whether we can be characterized by EPA as being an operator or having an “operator interest” at the site. To the extent that EPA is asking for factual information, the following response is provided.

- a. The date or dates the Department of Energy or any predecessor acquired an ownership or operator interest;

Response: DOE or predecessor never had ownership of any portion of the property within the site. The property was owned and operated by Sylvania Electric Products, Inc. Work was conducted for AEC under Contract AT(30-1)-1293, which took effect on December 10, 1951, and was extended through at least September 30, 1965. Sylvania Electric Products, Inc. signed a general assignment and release at contract “completion” on June 29, 1966. Modification 39 to the contract changed the completion date to September 30, 1965. DOE does not have the records to document the contract termination date.

- b. The name and address of all other previous owners of the Property with whom Department of Energy and /or any Predecessor had any government contracts;

Response: The Atomic Energy Commission, as a predecessor to DOE, had a contract during the period during which work was performed under AT(30-1)-1293 with Sylvania Electric Products, Inc. Some correspondence refers to Sylcor, which was a division of Sylvania Electric Products, Inc. Later correspondence refers to General Telephone and Electronics, or GTE [referenced under corporate genealogy footnote 1 of 2002 NYSDEC GTE Vol Cleanup Agreement].

- c. The dates (month and year) that each such contract began and ended;

Response: Work was conducted for AEC under Contract AT(30-1)-1293, which took effect on December 10, 1951, and was extended through at least September 1965. Sylvania Electric Products, Inc. signed a general assignment and release at contract “completion” on June 29, 1966. Modification 39 to the contract changed the completion date to September 30, 1965. DOE does not have the records to document the contract termination date.

- d. The relationship if any, between Department of Energy or any predecessor and each of the individuals and or other entities identified as having owned and or operated at each property;

Response: Sylvania Electric Products, Inc. and its successor entities performed work for AEC in accordance with the terms established in contract AT(30-1)-1293.

- e. The degree of the Department of Energy or any predecessors involvement in all operations conducted by each individual or entity that owned, leased, subleased or otherwise operated at the Property or Properties identified in response to question 2 above and;

Response: AEC contract AT(30-1)-1293, approved March 10, 1953, states that work under said contract was subject to the general supervision of the AEC, as well as authorizations, approvals, and directions otherwise provided by the AEC.

A 1961 map of the facility (1961 Land & Buildings Hicksville) shows that contract work performed for AEC was separated from commercial operations. The contracted activities were conducted in Buildings 1, 2, 6, and 7. These buildings were located at 100 and 140 Cantiaque Rock Road. Commercial operations were generally located at the 70 Cantiaque Rock Road location, however, 5000 square feet of Building 2 was also used for commercial operations.

Remediation and decommissioning of the facility occurred at the end of the contract period (1973 AEC Summary of Remediation, 1973 AEC D&D Correspondence).

- f. For each Property, all documents relevant to your responses to questions 3a.-3e. above;

Response: There are fifteen documents determined to be responsive to the elements (a.) though (e.) in Question 3. The documents are provided and linked in Table 1.

[1951 AT(30-1)-1293.pdf]

[1953 Mod 9 RD AT(30-1)-1293.pdf]

[1955 Mod 9 lists 1-8 Plus Prime AT(30-1)-1293.pdf]

[1955 AT(30-1)-1293 Mod 12.pdf]

[1961 Mod 29 Supplemental AT(30-1)-1293.pdf]

[1961 land and Bldgs. Hicksville.pdf]

[1962 Mod 32 Contract AT(30-1)-1293.pdf]

[1964 Mod 38 39 AT(30-1)-1293.pdf]

[1965 Mod 42 43 AT(30-1)-1293.pdf]

[1965 Appraisal of AEC Funded Improvements to Property.pdf]
[1965 Contract Termination AT(30-1)-1293.pdf]
[1966 AT(30-1)-1293 Contract.pdf]
[1973 Summary of Remediation and Closure with References List.pdf]
[1973 AEC D&D Correspondence
[NYSDEC GTE Vol Cleanup Agreement]

18. Please state the name, title, and address of each individual who assisted or was consulted in the preparation of your response to this Request for Information. In addition, state whether each person has personal knowledge of the answers provided.

Response:

Gwendolyn Hooten, Site Manager
U.S. Department of Energy/LM-20
11025 Dover Street, Suite 1000
Westminster, CO 80021-5573

Steven Miller, Deputy Assistant General Counsel for Environment and Counsel to Office of Legacy Management
U.S. Department of Energy/GC-51
1000 Independence Avenue, S.W.
Washington D.C. 20585

Table 1.
Electronic Documents Associated with Response to Questions EPA 104e Request

Table Questions 1-3;18			Name and Address		Location	Contracts and Ownership	Contributors	Comments
			1	2	3	18	Comments	
Document Name	Document Date	Source						
1951 AT(30-1)-1293	December 10, 1951	AEC		Y	Y			
1953 Mod 9 R D AT(30-1)-1293	August 10, 1953				Y			
1955 Mod 9 lists 1-8 Plus Prime AT(30-1)-1293	May 12, 1955	SROO			Y			
1955 AT(30-1)-1293 Mod 12	November 1, 1955	AEC			Y			
1957 SRO Contract AT(30-1)-1293	February 21, 1957	SROO		Y				
1961 Land and Buildings Hicksville	October 1, 1961	AEC			Y			
1961 Mod 29 Supplemental AT(30-1)-1293	October 1, 1961	AEC		Y	Y			
1962 Mod 32 Contract AT(30-1)-1293	October 1, 1962	SROO		Y	Y			
1964 MOD 38 39 AT(30-1)-1293	October 1, 1964	SROO		Y	Y			
1965 MOD 42 43 AT(30-1)-1293	October 1, 1965	SROO		Y	Y			
1965 Appraisal of AEC Funded Improvements to Property	October 7, 1965	USACE		Y	Y			
1965 Contract Termination AT(30-1)-1293	December 6, 1965	SROO			Y			
1966 AT(30-1)-1293 Contract	June 29, 1966			Y	Y			
1973 Summary of Remediation and Closure with References List	May 2, 1973				Y			
1973 AEC D&D corres	November 13, 1973			Y	Y		Includes transmittal of May 21, 1979 survey report, report attached	
2002 NYSDEC GTE Vol Cleanup Agreement	February 22, 2002	NYSDEC	Y	Y	Y			
2004 Fax Corres NYSDEC To EPA	March 3, 2004	NYSDEC		Y				
TOTALS			1	11	15	0		

Total Documents: 17

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<i>Acronyms</i>	
DPW	Du Pont, Wilmington
SR	Savannah River
SEP	Sylvania Electric Products, Inc.
AEC	Atomic Energy Commission
ECI	Export Controlled Information
SROO	Savannah River Operations Office
NYOO	New York Operations Office
WF	Working File
DOE	Department of Energy
SYLCOR	Sylvania-Corning
NRC	Nuclear Regulatory Commission

Note:	Page count does not include cover sheet bearing declassification stamp or Export Control notification, if present.
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| 1. | DPW-3986; Rough Draft Memorandum to File from H.A. Pohl, dated July 6, 1951. Subject: RE: Clean-up After Slug Rupture. 5 pages. |
| 2. | SR-848; AEC Contract "Appendix B, Contract AT(30-1)-1293, Scope of Work," dated December 10, 1951. 1 page. |
| 3. | SR-846; Letter to SEP, dated December 10, 1951. Subject: Letter Contract No. AT(30-1)-1293. 6 pages. |
| 4. | AEC Memorandum to Merrill Eisenbud, Director, Health and Safety Division, from Irving R. Tabershaw, M.D., Health and Safety Division, dated February 4, 1952. Subject: Visit to Sylvania Electric Company on January 31, 1952. 2 pages. |
| 5. | SR-845; Letter to SEP, Accepted February 7, 1952. Subject: Letter Contract to AT(30-1)-1293, Modification No. 1, dated 1/25/52. 1 page. |
| 6. | AEC Memorandum to Files from W.B. Harris, Chief, Industrial Hygiene Branch, dated March 25, 1952. Subject: Sylvania Electric Co. - Hicksville Pilot Plant. 6 pages. |
| 7. | SR-844; Letter to SEP, Accepted April 1, 1952. Subject: Letter Contract to AT(30-1), Modification No. 2, dated 4/1/52. 1 page. |
| 8. | SR-843; Letter to SEP, Accepted April 29, 1952. Subject: Letter Contract to AT(30-1)-1293, Modification No. 3, dated 4/19/52. 1 page. |
| 9. | ECI; DPW-5664; Memorandum to File from R. T. Huntoon, dated May 13, 1952. Subject: RE: Trip Report - SEP - 5/12/52; B. W. Dunnington and R. T. Huntoon. 2 pages.
a. ECI; Figure 1, undated. 1 page. |
| 10. | AEC Memorandum to J.P. Morgan, Area Manager, St. Louis Area from F.M. Belmore, Director, Production Division, New York Operations Office, dated June 13, 1952. Subject: Uranium Wafers for Sylvania. 1 page. |
| 11. | SR-842; Letter to SEP, Accepted June 24, 1952. Subject: Letter Contract No. AT(30-1)-1293, Modification No. 4, dated 5/15/52. 1 page. |
| 12. | SR-841; Letter to SEP, dated June 30, 1952. Subject: Letter Contract No. AT(30-1)-1293, Modification No. 5, dated 6/26/52. 1 page. |
| 13. | AEC Memorandum to W.B. Harris from P.B. Klevin, dated July 15, 1952. Subject: Visit to Sylvania Electronic Co., Hicksville and Bayside Plants on July 2, 1952. 1 page. |
| 14. | AEC Memorandum to W.B. Harris from P.B. Klevin, dated July 24, 1952. Subject: Visit to Sylvania Electronic Co., Hicksville and Bayside on July 22, 1952. 1 page. |
| 15. | AEC Memorandum to H.B. Fry, Deputy Manager from V.L. Parsegian, Director, Division of Technical Advisers, dated January 10, 1952. Subject: Administration of Sylvania Program. 2 pages. |
| 16. | AEC Memorandum to Files from W.B. Harris, Chief, Industrial Hygiene Branch, dated August 14, 1952. Subject: Visit from Mr. Robert A. Gleason - Sylvania Electric Co. 1 page. |

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17.	SR-840; Letter to SEP, Received August 26, 1952. Subject: Letter Contract No. AT(30-1)-1293, Modification No. 6, dated 8/26/52. 4 pages.
18.	AEC Memorandum to Files (THRU: F.M. Belmore) from E.M. Kaulbach, Metallurgical Development Branch, Production Division, dated September 9, 1952. Subject: Nickel Plating of Uranium Slugs. 1 page.
19.	SEP Letter to Mr. Paul B. Klevin, Health & Safety (AEC) from S.W. Gorey, dated September 27, 1952. Subject: RE: Standard Source for Alpha Counter. 1 page.
20.	SR-839; Letter to SEP, Accepted September 30, 1952. Subject: Letter Contract No. AT(30-1)-1293, Modification No. 7, dated 9/30/52. 1 page.
21.	AEC Memorandum to W.B. Harris from P.B. Klevin dated October 29, 1952. Subject: Sylvania Electric Company - Visit of October 23, 1952. 1 page.
22.	SR-838; Letter to SEP, Accepted October 31, 1952. Subject: Letter Contract No. AT(30-1)-1293, Modification No. 8, dated 10/31/52. 1 page.
23.	AEC Memorandum to Files (THRU: F.M. Belmore) from G.E. Dunlap, Chief, Metallurgical Development Branch, Production Division, dated November 26, 1952. Subject: Mr. D.O. Noel's Report of November 14, 1952 on Visit to Hicksville Plant of Sylvania. 2 pages.
24.	AEC Letter to D.B. Metz, Plant Manager (SEP) from Kelly, Manager, New York Operations, dated December 14, 1952. Subject: Survey of NY-78 Covering SF Material Accounting Records and Procedures at Sylvania Electric Products, Inc, with 5 page enclosure. 6 pages total.
25.	SR-837; Letter to SEP, Accepted November 30, 1952. Subject: Letter Contract No. AT(30-1)-1293, Modification No. 9, dated 11/30/52. 1 page.
26.	SR-836; Letter to SEP, Accepted January 19, 1953. Subject: Letter Contract No. AT(30-1)-1293, Modification No. 10, dated 1/13/53. 1 page.
27.	Memorandum to D.B. Matz from L. Smiley, dated February 3, 1953. Subject: Hydriding 4 1/4" diameter ingots. 5 pages.
28.	AEC Letter to E.S. Norris (SEP) from R.J. Smith, Jr., dated February 5, 1953. Subject: Contract AT (30-1)-1293 - U Metal Requirements. 1 page.
29.	AEC Memorandum to R.C. Armstrong, Director, Production Division, Oak Ridge Tennessee, from V.L. Parsegian, Director, Research Division, New York, dated March 12, 1953. Subject: Recovery of Uranium from Sylvania Scrap - Your Ref OPA:VVH. 1 page.
30.	AEC Memorandum to W.B. Harris from A.J. Breslin, dated April 1, 1953. Subject: Present Status of Air Hygiene at Sylvania, Hicksville. 2 pages.
31.	AEC Memorandum to W.B. Harris, Chief, Industrial Hygiene Branch, Health and Safety Division from M.S. Weinstein, Industrial Hygiene Branch, Health and Safety Division, dated April 3, 1953. Subject: Visit to Sylvania Electronic Products, Inc., Hicksville. 2 pages.
32.	AEC Memorandum to F.M. Belmore from R.L. Kirk, Director, Production Division, dated April 14, 1953. Subject: Fiscal Year 1953 Research and Development Expenditures with two one page enclosures. 4 pages total.
33.	SEP Letter to F.M. Belmore (AEC) from W.J. Donohue, dated April 29, 1953, requesting the delivery of cast uranium derbies and Mallinkrodt ingots. 1 page.
34.	AEC letter to W.J. Donohue (SEP) from R.L. Kirk, dated May 1953. Subject: Return of Scrap Material. 2 pages.
35.	DPEW-670; Memorandum to H.C. Vernon from E.M. Nahla, dated May 15, 1953. Subject: Trip Report Sylvania Electric Company (SEC), May 12. 2 pages.
36.	AEC Memorandum to W.B. Harris to P.B. Klevin, dated May 25, 1953. Illegible. 2 pages.
37.	AEC Memorandum to W.B. Harris to P. Loysen, dated June 10, 1953. Subject: Sylvania Electric Products, Inc. - Present Status of Hicksville Pilot Plant. 1 page.

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38.	AEC Memorandum to H.B. Fry, Manager NYOO from S.H. Broad, Chief, Process Development Branch, Production Division, dated June 26, 1953. Subject: Addendum to "Summary of Evaluation of Powder Metallurgy Project" - June 23, 1953. 6 pages.
39.	AEC Memorandum to W.B. Harris from P.B. Kelvin, dated July 14, 1953. Subject: Sylvania Electric Company - Hicksville. 1 page.
40.	SEP Letter to R.L. Kirk (AEC) from L. Smiley, dated September 16, 1953, concerning a request for ten tons of uranium ingot. 1 page.
41.	AEC Industrial Hygiene Branch Health and Safety Division Report: "Sylvania Electric Products, Inc., Hicksville Pilot Plant, Occupational Exposure to Radioactive Dust," Issued: September 28, 1953. 68 pages.
42.	DPW-53-18-12; Memorandum to File from N.F. Spraggins, dated October 30, 1953. Weekly Report - October 26-30, 1953, SEPCO. 1 page
43.	DPW-53-18-13; Memorandum to File from N.F. Spraggins, dated November 10, 1953. Weekly Report - November 2-6, 1953 SEPCO. 1 pages.
44.	AEC Memorandum to W.B. Harris from P.B. Klevin, dated November 12, 1953. Subject: Sylvania Electric Co., Visit to Hicksville Pilot Plant, Hicksville, N.Y., November 10, 1953. 3 pages.
45.	DPW-53-18-14; Memorandum to File from N.P. Spraggins, dated November 13, 1953. Weekly Report - November 9-13, 1953 SEPCO. 1 page.
46.	AEC Survey No. NY-105, "Survey of Accounting Control over Source and Fissionable Material, Sylvania Electric Products, Inc., Bayside, NY," dated December 1953. 9 pages.
47.	AEC Memorandum (SR-TT-781) to John E. Gray from Paul J. Hagelston, dated December 2, 1953, Subject: Sylvania Flat Plate Program (U). 1 page.
48.	SEP Letter to P.B. Klevin (AEC) from T.J. Connor, dated December 21st, 1953, concerning a misunderstanding about a health survey at Hicksville. 1 page.
49.	SR-847; Amendment to AEC Contract, Accepted by SEP on January 13, 1954, concerns Amendment No. 1 to Appendix "B", dated December 7, 1953; to Contract No. AT(30-1)-1293 dated 12/10/51. 1 page.
50.	AEC Memorandum to A.M. Aksoy, Metallurgical Development Branch Production Division from W.B. Harris, Chief, Industrial Hygiene Branch Health and Safety Laboratory, January 12, 1954 (Coordination Date). Subject: Sylvania Electric Products, Inc., Hicksville Pilot Plant - Industrial Hygiene Survey of Centerless and Surface Grinder Operations. 6 pages.
51.	AEC Letter to A. Urbano (SEP) from P.B. Klevin, dated February 19, 1954. Subject: Urine Analysis Results. 1 page.
52.	AEC Memorandum to S.R. Gustavson, Chief, SF Materials, Accountability Branch, Production Division, New York Operations Office from Vincent Vespe, Chief, SF Materials Accountability Branch, Technical Services Division, Chicago Operations Office, dated March 3, 1954. Subject: Preparation of Fuel Elements by Sylvania for Argonne National Laboratory. 1 page.
53.	ECI; DPSP-54-169; Letter to W.P. Overbeck (SRP) from T. C. Evans, dated March 8, 1954. Trip Report: Sylvania Electric Products Co. Bayside Laboratory and Hicksville Pilot Plant Visitations. 3 pages.
54.	AEC Letter to B. Hetz (SEP) from P.B. Klevin, dated March 19, 1954, concerning sample requisition sheets #2226, 2234, 2236, and 2427. 1 page.
55.	SEP Letter to C. Bier (AEC) from D.B. Metz, dated March 26, 1954. Subject: Health & Safety. 1 page.
56.	AEC Memorandum to W.B. Harris from P.B. Klevin, dated April 2, 1954. Subject: Visit to Sylvania Electric Company - Pilot Plant - Hicksville, New York, March 26, 1954. 2 pages.

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57.	AEC Letter to B. Metz (SEP) from P.B. Klevin, dated April 2, 1954 concerning additional samples taken at the surface grind operation. 1 page.
58.	ECI; DPW-54-318; Memorandum to File from Andrew Pocalydo, dated April 7, 1954. Trip Report - SEP Bayside, Long Island - 4/6/54. 5 pages.
59.	ECI; DPW-54-322; Memorandum to File from Andrew Pocalyko, dated April 8, 1954. Trip Report - SEP Bayside, Long Island - 4/6/54. 4 pages.
60.	AEC Letter to B. Hets (SEP) from P.B. Klevin, dated April 23, 1954, concerning sample requisition sheets A-3364-67. 1 page.
61.	ECI; DPW-54-384; Memorandum to File from Andrew Pocalyko, dated April 29, 1954. Trip Report - SEP Bayside and Hicksville - 4/26/54. 5 pages.
62.	DPW-54-388; Memorandum to File from Andrew Pocalyko, dated April 30, 1954. Trip Report - SEP Bayside - 4/28/54. 2 pages.
63.	AEC Letter to D.B. Metz (SEP) from G.R. Dunlap, dated May, 6, 1954 (Coordination Date), transmitted copies of Report HASL-Sylvania-8. 1 page.
64.	DPW-54-397; Memorandum to File from Andrew Pocalyko, dated May 18, 1954. Trip Report - SEP Bayside - 5/14/54. 2 pages.
65.	ECI; DPW-54-400; Memorandum to File from Andrew Pocalyko, dated May 18, 1954. Trip Report - SEP Bayside - 5/18/54. 2 pages.
66.	ECI; DPW-54-418; Memorandum to File from Andrew Pocalyko, dated June 1, 1954. Trip Report - SEP Bayside - 5/27/54. 2 pages.
67.	AEC Letter to E.S. Norris from J.C. Clarke, dated July 7, 1954. Subject: Contract No. AT(30-1)-1293. 1 page.
68.	AEC Memorandum to W.B. Harris from P.B. Klevin, dated July 12, 1954. Subject: Sylvania Electric Co., Hicksville Pilot Plant, Hicksville, New York, June 24, 1954. 2 pages.
69.	ECI; DPW-54-477; Memorandum to File from G. W. Beckman, dated July 12, 1954. Trip Report - SEP Bayside - 6/25/54. 4 pages.
70.	ECI; DPW-54-497; Memorandum to File from Andrew Pocalyko, dated July 20, 1954. Trip Report - SEP Bayside - 7/15/54. 3 pages. a. ECI; SEP "Preform" Method for Fabrication of Flat Fuel Elements, undated. 3 pages.
71.	AEC Memorandum to W.B. Harris, Chief, Industrial Hygiene Branch, Health & Safety Division, New York Operations Office from G.H. Giboney, Chief, Radiation Control Branch, Savannah River Operations Office, Augusta, dated August 4, 1954. Subject: Radiation Safety Service for Sylvania - Hicksville. 1 page.
72.	AEC Memorandum to Distribution from P.J. Hagelston, dated August 12, 1954. Subject: Background Summary on Sylvania-Contract AT(30-1)-1293. 2 pages.
73.	DPSP-54-430; Memorandum to E.C. Laing from J. R. Harpring, dated August 16, 1954. Subject: Welding of Pressure Bonded LMF Slugs from Sylvania. 2 pages.
74.	ECI; DPW-54-534; Memorandum to File from Andrew Pocalyko, dated August 20, 1954. Trip Report - SEP Bayside - 8/18/54. 2 pages.
75.	DPSP-54-482; Memorandum to E.C. Laing from J. R. Driear, dated September 14, 1954. Subject: Evaluation of Bonded Sylvania Pieces. 4 pages. a. Figure 1, undated. 1 page b. Appendix, dated September 14, 1954. 1 page. c. Figure 2; Cap Thickness Before Hot-Pressing (Inches) Chart, undated. 1 page.
76.	AEC Letter to A. Urbano (SEP) from P.B. Klevin, dated September 20, 1954, concerning initial general air and breathing zone samples. 1 page.
77.	AEC Letter to B. Metz (SEP) from W.B. Harris, dated September 24, 1954, concerning an investigation of an explosion at Nuclear Metals, Inc. 2 pages.

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78.	ECI; DPW-54-621; Memorandum to File from Andrew Pocalyko, dated October 22, 1954. Trip Report - SEP Bayside - 10/20/54. 4 pages.
79.	DPW-54-618; Letter to P.J. Hagelston (AEC), dated November 3, 1954, concerning Thorium Slugs from Extruded Rod. 1 page.
80.	ECI; DPW-54-637; Memorandum to File from Andrew Pocalyko, dated November 12, 1954. Trip Report - SEP Bayside, L.I. - 11/9/54. 3 pages.
81.	DPSP-54-621; Memorandum to R.D. McCrosky from D. T. Kauer, dated November 18, 1954. Trip Report - SEPCO 10/25-26/54. 4 pages. a. Table I; Inspection Results, First Five Shipments, Hot-Press Bonded Slugs, dated November 18, 1954. 1 page.
82.	AEC Memorandum to W.H. Donnelly, Contracts Division from W.B. Harris, Chief, Industrial Hygiene Branch, Health and Safety Laboratory, dated December 6, 1954. Subject: Hydrostatic Pressing Facility - Sylvania Contract AT(30-1)-GEN-366. 1 page.
83.	ECI; DPSP-54-743; Memorandum to R.D. McCrosky from D. T. Kauer, dated December 21, 1954. Trip Report - 12/17/54, SEPCO. 4 pages. a. ECI; Figure 1; Core, Cap, and Can Cleaning, dated December 21, 1954. 1 page. b. ECI; Figure 2; Core Cleaning Procedure, dated December 21, 1954. 1 page. c. ECI; Figure 3; Dimensions, dated December 21, 1954. 1 page.
84.	ECI; DPST-54-587; Letter to J.C. Woodhouse from P.H. Permar, dated December 21, 1954. Subject: Sylvania Plates. 2 pages.
85.	AEC Memorandum to F.R. Dowling, Deputy for Operations, Oak Ridge Operations from Winston Davis, Director, Technical & Production Division, SROO, Augusta, dated January 18, 1955. Subject: Dispositions of Normal and Depleted Uranium Scrap. 1 page.
86.	AEC Memorandum to Winston Davis, Director, Technical and Production Division, Savannah River Operations from P.R. Dowling, Director, Feed Materials Division, Oak Ridge Operations, dated January 28, 1955. Subject: Disposition of Normal and Depleted Uranium Scrap. 1 page.
87.	AEC Memorandum to Winston Davis, Director, Technical and Production Division, SROO, Augusta from H.R. Osterwald, Chief, Operations Branch, St. Louis Area, dated February 9, 1955. Subject: Disposition of Normal U-Scrap. 1 page.
88.	AEC Memorandum to F.R. Dowling, Director, Feed Materials Division, OROO, from H.L. Kilburn, Assistant Director, Technical & Production Division, SROO, Augusta, dated February 10, 1955. Subject: Disposition of Normal and Depleted Uranium Scrap. 1 page.
89.	ECI; DPSP-55-280; Memorandum to R.D. McCrosky from R. C. Huber, dated February 11, 1955. Trip Report - 2/9/55, SEPCO. 6 pages.
90.	ECI; DPST-55-189; Memorandum to P.H. Permar from B. L. Richards, dated March 10, 1955. Trip Report, SEPC on February 25. 3 pages. a. ECI; Figure 1; Plating Procedure, undated. 1 page.
91.	AEC Memorandum to W.B. Harris, Chief, Industrial Hygiene Branch, Health & Safety Laboratory, NYOO, from Paul B. Klevin, Industrial Hygiene Branch, Health & Safety Laboratory, NYOO, dated March 14, 1955. Subject: Sylvania Electric Company, Hicksville Pilot Plant, Hicksville, New York, February 23 and 28, 1955. 2 pages.
92.	AEC Memorandum to Morris Goldberg, Director, Contracts Division from W.B. Harris, Chairman, Criticality Review Board, dated March 15, 1955. Subject: Sylvania Proposal for Fabrication of Enriched Argonne Fuel Elements. 2 pages.
93.	AEC Memorandum to W.B. Harris from P.B. Klevin, dated April 4, 1955. Subject: Survey of Plate Fabrication Operations - Sylvania Electric Company, Hicksville, New York. 5 pages.
94.	AEC Message (TWX), dated April 13, 1955, concerning Feasibility Report No. 26. 1 page.
95.	AEC Memorandum to W.H. Donnelly, Contracts Division from W.B. Harris, Chief, Industrial Hygiene Branch, Health and Safety Laboratory, dated April 19, 1955. Subject: Three Shift Operation at Sylvania. 1 page.

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96.	AEC Memorandum to M. Goldberg, Director, Contracts Division from W.B. Harris, Chairman, Criticality Review Board, dated April 20, 1955. Subject: Sylvania Feasibility Report No. 26 - Fuel Elements for ZPR-3. 1 page.
97.	ECI; DPW-55-236; Memorandum to File from Andrew Pocalyko and Ralph Herries, dated April 29, 1955. Trip Report - SEP Bayside, Long Island - 4/15/55. 2 pages.
98.	AEC Memorandum to W.B. Harris from P.B. Klevin, dated May 9, 1955. Illegible. 2 pages.
99.	AEC Message to J.H. Jones (SROO) from P. Murphy, dated May 9, 1955, concerning temporary excess at Hicksville. 1 page.
100.	ECI; DPST-55-263; Memorandum to E.T. Cook from M. D. Snyder, dated May 20, 1955. Subject: Trip Report - 5/6/66 SEPSCO Research Laboratory. 6 pages.
101.	ECI; SEP Letter Report to B.J. Higgins from G. P. Howland, dated June 9, 1955. Subject: L. M. F. Canning Program at Hicksville. 4 pages.
102.	DPSP-55-450; Memorandum to R.D. McCrosky from R. C. Huber, dated June 9, 1955. Trip Report - 6/8/55 SEPSCO. 3 pages.
103.	AEC Memorandum to G.H. Giboney, Chief, Radiation Control Branch, SROO (THRU: P.J. Hagelston, SROO from W.B. Harris, Chief, Industrial Hygiene Branch, Health and Safety Laboratory, NYOO, dated July 1, 1955. Subject: Transmittal of Survey Report No. ASL-Sylvania-11. 3 pages.
104.	AEC Memorandum to D.M. Cardiner, Chief, Biology Branch, Technical Services Division, Chicago OO from W.B. Harris, Chief, Industrial Hygiene Branch, Health and Safety Laboratory, New York, dated July 22, 1955. Subject: Transmittal of Survey Report No. HASL-Sylvania-12. 1 page.
105.	ECI; DPW-55-339; Memorandum to File from M. S. Bloomsburg, dated August 3, 1955. Trip Report - SEPSCO - 7/29/55. 6 pages. a. Specifications for "HF" Components, undated. 2 pages.
106.	AEC Memorandum to W.B. Harris, Chief, Industrial Hygiene Branch, Health & Safety Laboratory from P.B. Klevin, Industrial Hygiene Branch, Health and Safety Laboratory, dated October 10, 1955. Subject: Sylvania Electric Products, Inc., Hicksville - Survey September 15, 1955. 2 pages.
107.	AEC Contract, "Modification Number 10; Supplement Agreement to Contract No. AT(30-1)-1293" with SEP, executed October, 11, 1955, to revise the scope of work, change the term of the contract, and amend the fee payment provision. 4 pages. a. Working Paper, AEC Contract No. AT(30-1)-1293 with SEP (as amended by Modifications 1 thru 8 and as proposed in Modification No. 9). Not dated. 16 pages.
108.	AEC Memorandum to W.B. Harris, Chief, Industrial Hygiene Branch, from P.B. Klevin, Industrial Hygiene Branch, dated October 25, 1955. Subject: Sylvania Electric Company, Hicksville, N.Y., October 7, 1955. 2 pages.
109.	ECI; DPW-55-438; Memorandum to File from R. R. Herries, dated November 3, 1955. Trip Report - SEP Bayside, NY - 10/17/55. 2 pages.
110.	AEC Memorandum to W. Donnelly from W.B. Harris, dated November 4, 1955. Subject: Sylvania Electric Products Request for Equipment of Slightly Enriched Material. 1 page.
111.	ECI; DPW-55-439; Memorandum to File from W. J. O'Leary, dated November 8, 1955. Trip Report - SEP Bayside, NY - 11/3/55. 4 pages.
112.	AEC Memorandum to Merrial Eisenbud from W.B. Harris, dated November 10, 1955. Subject: Hicksville Enriched Uranium Operations. 2 pages.
113.	AEC Memorandum to W.B. Harris from P.B. Klevin, dated November 29, 1955. Subject: Direct Radiation and Smear Measurements - Hicksville Pilot Plant November 9, 1955. 2 pages.
114.	AEC Memorandum to W.B. Harris from P.B. Klevin, dated December 8, 1955. Subject: Information on Fuel Element Testing Facility at Sylvania Pilot Plant, Hicksville, N.Y. 2 pages.

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115.	Extract, Savannah River Operations Office Contract Data Book, dated December 31, 1955. 5 pages.
116.	ECI; DPW-56-102; Memorandum to File from W. J. O'Leary, dated January 3, 1956. Trip Report - SEP Bayside, NY - 12/27/55. 3 pages.
117.	AEC Memorandum to W.B. Harris from G.H. Giboney, dated January 16, 1956. Subject: Exhaust for Sylvania Machine Work. 1 page.
118.	AEC Memorandum to G.H. Giboney from W.B. Harris, dated February 2, 1956. Subject: ... Report No. HASL - Sylvania-13 (Illegible). 1 page.
119.	ECI; DPW-56-145; Memorandum to File from W. J. O'Leary, dated February 8, 1956. Trip Report - SEP Bayside, New York - 1/27/56. 2 pages.
120.	AEC Letter to J. Miele (SEP) from P.B. Klevin, dated February 28, 1956, concerning urine samples taken of employees working in the machining area. 1 page.
121.	ECI; DPW-56-177; Memorandum to P.H. Permar (SRL) from John Woodhouse, dated March 5, 1956. Subject: SRL Evaluation of Sylvania Plates. 1 page.
122.	ECI; DPW-56-182; Memorandum to J.C. Woodhouse from W. J. O'Leary, dated March 15, 1956. Subject: Hydrogen Content of Sylvania Powder Metallurgy Plates (Ref: DPW-56-145; DPW-56-177:DCF-6144). 2 pages.
123.	AEC Memorandum to W.B. Harris to Leonard R. Solon, dated June 6, 1956. Subject: Sylvania Feasibility Report (Hicksville) DCF No. 1235H - Brookhaven Fuel Elements. 1 page.
124.	AEC Memorandum to W.B. Harris from P.B. Klevin, dated July 2, 1956. Subject: Sylvania Electric Co., Hicksville, New York - June 19, 1956. 6 pages.
125.	State of New York Report, "Explosion at Bayside, Queens, July 2, 1956," with transmittal letter dated February 11, 1957. 69 pages total.
126.	AEC Memorandum to W.H. Donnelly to P.B. Klevin, dated August 22, 1956. Subject: Sylvania Electric Products, Inc. - Disposal of Thorium Fines. 1 page.
127.	AEC Memorandum to P.J. Hagelston from W.B. Harris, dated September 13, 1956. Subject: Transmittal of HASL - Sylvania-15. 1 page.
128.	AEC Memorandum to P.S. Hagelston from W.B. Harris, coordinated November 19, 1956. Subject: Transmittal of HASL-Sylvania-16. 1 page.
129.	Argonne National Laboratory Memorandum to Distribution from D.P. O'Neil, dated January 21, 1957. Subject: Uranium Incident. 2 pages.
130.	SROO Document (draft) prepared by R.A. McFeely, dated February 21, 1957, concerning AEC Contract No. AT(30-1)-1293 with SEP. 6 pages.
131.	SEP Letter to L. Johnson (AEC) from G.W. Edwards, dated March 1, 1957. Subject: Special Nuclear Material License. 2 pages.
132.	Sylvania-Corning Nuclear Corporation Letter to L. Johnson (AEC) from G.W. Edwards, dated March 25, 1957. Subject: Special Nuclear Material License. 1 page.
133.	AEC Special Nuclear Material License No. SNM-82, issued April 1, 1957, to Sylvania-Corning Nuclear Corporation with Expiration Date: December 1, 1958. 1 page.
134.	DPW-57-247; Letter to J.W. Croach (SRL) from Ralph Herries, dated July 3, 1957. Subject: Agenda for Mark VA Meeting at Sylvania-Corning - 7/16/57. 2 pages.
135.	ECI; DPW-57-250; Letter to D.B. Metz from Ralph Herries, dated July 23, 1957, concerning dimensions and "requirements" for the 100-piece lot of "Mark VA" elements. 2 pages.
136.	DPW-57-288; Memorandum to File from R. R. Herries, dated August 15, 1957. Subject: Trip Report - SCNC-7/26/57. 2 pages.
137.	DPW-57-295; Memorandum to File from R. R. Herries, dated August 27, 1957. Subject: Trip Report - SCNC, 8/9/57. 3 pages.

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| 138. | DPW-57-310; Memorandum to File from R. R. Herries, dated September 4, 1957. Subject: Trip Report - SCNC, 8/13/57. 3 pages. |
| 139. | ECI; DPW-57-314; Memorandum to File from R. R. Herries, dated September 23, 1957. Subject: Trip Report - SCNC, 8/29/57. 3 pages. |
| 140. | DPW-57-317; Memorandum to File from R. R. Herries, dated September 26, 1957. Subject: Trip Report - SCNC, 9/19/57. 4 pages |
| 141. | DPW-57-301; Letter to D.B. Metz (SCNC) from Ralph Herries, dated September 3, 1957, concerning revised length dimensions for the core, the clad elements and the end plugs... 1 page. |
| 142. | DPW-57-340; Memorandum to File from R. R. Herries, dated October 22, 1957. Subject: Trip Report - Alcoa, Edgewater, New Jersey - Sylcor, Hicksville, L.I., 10/7/57. 2 pages. |
| 143. | DPW-57-371, Memorandum to File from R. R. Herries, dated November 29, 1957. Subject: Trip Report - Sylvania-Corning Nuclear Corporation, 10/30/57. 3 pages. |
| 144. | DPW-58-114; Letter to D.B. Metz (SCNC) from Ralph Herries, dated January 20, 1958. Concerning cost estimates for cladding Mark VA elements and Mark VII-A elements. 1 page. |
| 145. | ECI; DPW-58-32-2; Memorandum to File from R. R. Herries, dated March 25, 1958. Subject: Trip Report - SCNC, 3/20/58. 4 pages. |
| 146. | AEC Letter to W.F. Euziekka (SCNC) from J.C. Delany, dated April 1, 1958, concerning Source Material License No. C-3700. 1 page. |
| 147. | AEC Memorandum to H.L. Price, Olsen and Burrows from E.J. Bloch, dated April 10, 1958. Subject: Extension of the statutory Indemnification to Sylvania-Corning Nuclear Corporation. 1 page.
a. AEC Memorandum to R.E. Hollingsworth through E.J. Bloch from R.C. Blair, dated April 4, 1958. 3 pages (barely legible). |
| 148. | DPW-58-32-5; Memorandum to File from R. R. Herries, dated July 23, 1958. Subject: Mark VA Meeting, SRL, 7/16/58. 4 pages. |
| 149. | AEC Inspection Report, dated August 20, 1958. Title: Inspection of Sylvania-Corning Nuclear Corporation, Inc., New York SNM-82, 141. 16 pages. |
| 150. | AEC Memorandum to H.L. Price from M.M. Mann, dated (Received) September 9, 1958. Subject: Sylvania-Corning Nuclear Corporation - License NOS. SNM-141 and SNM-82. 1 page. |
| 151. | SCN Memorandum to L.W. Kates from H.E. Gieb, dated May 5, 1959. Subject: Waste Water Hicksville. 3 pages. |
| 152. | AEC Contract AT(30-1)-1293, Appendix "C," Work Under Paragraph 2 of Article I, "Agreement Adding Certain Work to Contract No. AT(30-1)-1293 Between the United States of America as Represented by the United States Atomic Energy Commission, and Sylvania-Corning Nuclear Corporation," entered into July 1, 1959. 2 pages.
a. Modifications No. 1-12, to the "Agreement," the latter dated December 26, 1962. 25 pages. |
| 153. | ECI; DPST-59-709; Memorandum to P.H. Permar from G. W. Beckman, dated December 21, 1959. Trip Report - Sylvania-Corning Nuclear Company, Incorporated, Mark IX - Hot Press Bonding. 3 pages. |
| 154. | Extract - AEC Manual Chapter, "5-1 Procedures and Practices for the Decontamination of Plant and Equipment," by A.B. Merservey (ORNL), marked received for publication February 16, 1961 (last page). 22 pages. |
| 155. | AEC Source Material License No. SMB-297; Docket No. 40-682; Licensee: Sylcor Division of Sylvania Electric Products Inc., issued June 6, 1961. 1 page. |
| 156. | SR-A-122; AEC Contract; "Appendix B to Modification Number 29; Contract No. AT(30-1)-1293," dated October 1, 1961. 2 pages. |

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- a. Exhibit I; Appendix B; Contract AT(30-1)-1293. AEC Letter from R.C. Blair to D.B. Metz, dated April 4, 1961, concerning the fabrication of tooling items needed by Du Pont in establishing canning lines at the Savannah River Plant (SRP). 1 page.
- b. Schedules I and II; Salaried Employees and Hourly Employees, respectively, to Contract No. AT(30-1)-1293 with SEP; Appendix A; revised August 13, 1962, February 11, 1963, September 3, 1962. 6 pages.
- c. Blank Form; Appendix C; Work Under Paragraph 2 of Article I; Agreement Adding Certain Work to Contract No. AT(30-1)-1293..., undated. 1 page.
- d. Hicksville Site Layout; Modification No. 21, Contract: AT(30-1)-1293, Appendix D, Land and Building, Sylcor Division, Sylvania Electric Products, Inc.;" revised October, 1, 1961. 1 page.
- e. Appendix E; General Provisions for Contract AT(30-1)-1293," undated. 15 pages.

157. AEC Contract; "Modification Number 29, Supplement Agreement to Contract No. AT(30-1)-1293, SEP", effective date October 1, 1961. 49 pages.

158. SR-A-126; AEC Contract; "Appendix B to Modification No. 29, Contract No. AT(30-1)-1293; Revised December 1, 1961 under Modification No. 30." 3 pages.
- a. AEC Findings and Determination; "Authorization for Modification of Cost-Plus-Fixed-Fee Contract by R. C. Blair, Sylcor Division, Sylvania Electric Products, Inc., Contract No. AT(30-1)-1293, Modification No. 29;" dated January 10, 1962. 1 page.
 - b. AEC Contract; "Modification No. 30, Supplement Agreement to Contract AT(30-1)-1293, Sylvania Electric Products, Inc.;" entered into on April 5, 1962. 4 pages.

159. NLO Meeting Minutes; "National Lead Company of Ohio Minutes of Management Committee Meeting February 12 & 13, 1962, date stamped February 19, 1961. 6 pages.

160. SR-A-129; AEC Contract; "Appendix B to Modification 29, Contract No. AT(30-1)-1293, Revised April 1, 1962 under Modification No. 31;" 2 pages.
- a. AEC Determination and Findings; "Authorization for Modification of Cost-Plus-Fixed-Fee Contract, Sylcor Division, Sylvania Electric Products, Inc., Contract No. AT(30-1)-1293, Modification No. 30;" dated April 5, 1962. 1 page.

161. AEC Letter to D.B. Metz (SEP) from D.A. Nussbeumer, dated October 17, 1962, concerning assumption of regulatory authority by the State of New York and application for renewal of License No. SMB-297. Contents: New York Assuming Regulatory Authority Described in the October 15, 1962 Atomic Energy Act. 2 pages.

162. SR-A-137; AEC Contract; "Appendix B to Modification No. 29; Contract No. AT(30-1)-1293; Revised 10/1/62 under Modification No. 32," date stamped January 28, 1963. 11 pages.
- a. AEC Determination and Findings; "Authorization for Modification of Cost-Plus-Fixed-Fee Contract, Sylcor Division, Sylvania Electric Products, Inc., Contract No. AT(30-1)-1293, Modification No. 31;" dated April 5, 1962. 1 page.
 - b. AEC Contract; "Modification No. 31, Supplement Agreement to Contract AT(30-1)-1293, Sylvania Electric Products, Inc.;" entered into on May 31, 1962. 3 pages.

163. SEP License Application, "Appendix to Application for Renewal of Sylcor's SNM - 82, Special Nuclear Materials License," dated February 15, 1963. 8 pages.

164. SR-A-139; AEC Contract; "Appendix B to Modification No. 29; Contract No. AT(30-1)-1293; Revised 3/1/63 under Modification No. 33," dated March 8, 1963. 3 pages.
- b. AEC Contract; "Modification No. 33, Supplement Agreement to Contract AT(30-1)-1293, Sylvania Electric Products, Inc.;" entered into on May 17, 1963. 4 pages.

165. AEC Memorandum to J.B. Hopkins from A.Y. Morgan, dated June 14, 1963. Subject: Review of Sylcor's Proposal P-63-4 dated May 28, 1963. 5 pages.

166. ECI; DPW-63-233; Memorandum to File from W. B. DeLong, dated July 8, 1963. Subject: Meeting with Sylcor at Hicksville, 6/27/63. 9 pages.

167. SR-A-141; AEC Contract; "Appendix B to Modification No. 29; Contract No. AT(30-1)-1293, Revised 5/1/63 under Modification No. 34," dated August 6, 1963. 4 pages.
- a. AEC Findings and Determination; "Authorization for Modification of Cost-Plus-Fixed-Fee Contract by R. C. Blair, Sylcor Division, Sylvania Electric Products, Inc., Contract No. AT(30-1)-1293, Modification No. 33;" dated May 2, 1963. 1 page.
 - b. AEC Findings and Determination; "Authorization for Modification of Cost-Plus-Fixed-Fee Contract by R. C. Blair, Sylcor Division, Sylvania Electric Products, Inc., Contract No. AT(30-1)-1293, Modification No. 34;" dated August 23, 1963. 1 page.
 - c. AEC Contract; "Modification No. 34, Supplement Agreement to Contract AT(30-1)-1293, Sylvania Electric Products, Inc.;" entered into on August 23, 1963. 5 pages.

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168.	AEC Memorandum to J.W. Ruch from I.A. Hobbs, dated February 6, 1964. Subject: Shipping Instructions for Thorium Turnings. 1 page.
169.	SR-A-142; AEC Contract; "Appendix B to Modification No. 29, Contract No. AT(30-1)-1293, Revised 10/1/63 under Modification No. 35," dated February 17, 1964. 4 pages. a. Appendix A, Modification No. 35 to Contract No. AT(30-1)-1293, "Personnel Practices," Revised 10/1/63. 25 pages. b. AEC Findings and Determination; "Authorization for Modification of Cost-Plus-Fixed-Fee Contract, Sylcor Division, Sylvania Electric Products, Inc., Contract No. AT(30-1)-1293, Modification No. 35;" dated January 2, 1964. 1 page. c. AEC Contract; "Modification No. 35, Supplement Agreement to Contract AT(30-1)-1293, Sylvania Electric Products, Inc.;" entered into on February 28, 1964. 5 pages.
170.	SEP Letter to E.B. Tremmel (AEC) from D.B. Metz, dated March 16, 1964, concerning facts pertaining to the organization, facilities, past record, and capabilities of the Sylcor Division of SEP. 3 pages.
171.	SR-A-144; AEC Contract; "Appendix B to Modification No. 29; Contract No. AT(30-1)-1293, Revised 2/1/64 under Modification No. 36," dated April 9, 1964. 4 pages. a. AEC Findings and Determination; "Authorization for Modification of Cost-Plus-Fixed-Fee Contract, Sylcor Division," Sylvania Electric Products, Inc., Contract No. AT(30-1)-1293, Modification No. 36;" dated April 2, 1964. 1 page. b. AEC Contract; "Modification No. 36, Supplement Agreement to Contract AT(30-1)-1293, Sylvania Electric Products, Inc.;" entered into on April 20, 1964. 4 pages.
172.	AEC Memorandum to R.A. Anderson from R.G. Erdley, dated May 7, 1964. Subject: Modification No. 36 - Supplemental Agreement to Contract AT(30-1)-1293 with SEP. 1 page.
173.	AEC Memorandum to J.S. Hopkins from A.Y. Morgan, dated June 20, 1964. Subject: Review of Sylcor Proposal P-64-6. 5 pages. a. SR-A-151; AEC Contract; "Appendix B to Modification No. 29; Contract No. AT(30-1)-1293, Revised 1/1/65, under Modification No. 40." Not Dated. 1 pages. b. AEC Memorandum to J.S. Hopkins from A.Y. Morgan, dated January 20, 1965. Subject: Review of Sylcor Proposal P-65-2. 4 pages. c. AEC Letter to D.B. Metz (SEP) from R.C. Blair, dated January 12, 1962, concerning scope of work changes since Modification No. 29. 2 pages
174.	SR-A-145; AEC Contract; "Appendix B to Modification No. 29, Contract No. AT(30-1)-1293, Revised 6/30/64, under Modification No. 37," dated August 14, 1964. 4 pages. a. AEC Findings and Determination; "Sylcor Division," Sylvania Electric Products, Inc., Contract No. AT(30-1)-1293, Modification No. 37;" dated June 30, 1964. 1 page. b. AEC Contract; "Modification No. 37, Supplement Agreement to Contract AT(30-1)-1293, Sylvania Electric Products, Inc.;" entered into on August 24, 1964. 3 pages.
175.	SEP Application to AEC; "Renewal Application of SNM 82 License for Sylcor Division of Sylvania Electric Products, Inc.," dated stamped "Received" and "Docketed" September 28, 1964. 220 pages.
176.	SR-A-146; AEC Contract; "Appendix B to Modification No. 29; Contract No. AT(30-1)-1293, Revised 8/1/64, under Modification No. 38," dated October 2, 1964. 4 pages. a. AEC Contract; "Modification No. 38, Supplement Agreement to Contract AT(30-1)-1293, Sylvania Electric Products, Inc.;" entered into on October 11, 1964. 4 pages.
177.	Sylcor SEP Equipment List by AEC Tag No., Class, Life (Yrs), Cost and Date of Acquisition; dated May 31, 1965. 23 pages.
178.	SR-A-153; AEC Contract; "Appendix B to Modification No. 29; Contract No. AT(30-1)-1293, Revised 6/1/65 under Modification No. 41," dated June 1, 1965. 1 page.
179.	U.S. Army Corps of Engineers Report; "Appraisal of AEC Funded Improvements at Sylvania Electric Products Inc., Plant in Hicksville, Long Island, New York," dated October 7, 1965. 18 pages.
180.	SR-A-150; AEC Contract; "Appendix B to Modification No. 29, Contract No. AT(30-1)-1293, Revised 10/1/64 under Modification No. 39," dated December 6, 1965 . 1 pages. a. Modification No. 39, Supplement Agreement to Contract AT(30-1)-1293, Sylvania Electric Products, Inc.; entered into on November 24, 1964. 4 pages.

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- b. AEC Basic Contract (supercedes Letter Contract) No. AT(30-1)-1293 with SEP for Research and Development (December 10,1951 to June 30, 1953) with Appendix "A." 77 pages.
- c. Modifications No. 9 thru 6 and Amendments 5 thru 1 to Contract AT(30-1)-1293. 47 pages.
- d. AEC Letter to SEP, effective as of September 1,1953. Subject: CONTRACT No. AT(30-1)-1293, concerning permission to use Hicksville premises and items of Government-owned property. 7 pages.
- e. AEC Contract; Modification No. 42, Supplemental Agreement to Contract No. AT(30-1)-1293, SEP; entered into December 15, 1965. 4 pages
- d. AEC Contract; Modification No. 43, Supplemental Agreement to Contract No. AT(30-1)-1293, SEP; entered into January 14, 1966. 8 pages

181. AEC Contract; "Modification No. 42 Supplemental Agreement to Contract No. AT(30-1)-1293, SEP," December 15, 1965. 3 pages (Conformed Copy).

182. WF; Isotopes, Inc. Report; "Decontamination of Sylcor 1293 Area , Hicksville, Long Island, New York," by F. J. Bradley, Ph.D.; dated January 31, 1966. 99 pages.

183. TWX to W.R. Mandaro Sylcor Div. SEP from N Stetson USAEC N. Augusta SC, date stamped June 26, 1966, concerning the inspection of Buildings 1 and 2 and surrounding grounds. 1 page.

184. SEP "General Assignment," executed on June 29, 1966. General Assignment associated with the completion/termination of AEC Contract No. AT(30-1)-1293. 3 pages.

185. SEP "Final Release," executed on June 29, 1966. Final Release associated with the completion/termination of AEC Contract No. AT(30-1)-1293. 1 page.

186. Atcor, Inc. Letter to H. Watts (SEP) from J.L. Swiger, dated January 19, 1967, concerning the decontamination of SEP Building #4 in Hicksville. 1 page.
a. ATCOR Report; "Decontamination of Building #4, Hicksville, Long Island, New York performed by ATCOR, Inc.," dated January 13, 1967. 20 pages.

187. State of New York, Department of Labor Letter to H. Watts (SEP) from M. Kleinfeld, dated February 17, 1967, concerning the release and declaration for non-radioactive use of Building #4, with exclusions. 1 page.

188. State of New York, Department of Labor Report, "Survey Report," Not Dated, concerning the survey conducted on January 25 and February 23, 1967. The survey was conducted of SEP facilities in Hicksville, NY associated with AEC License No. SNM-82. 10 pages.

189. State of New York, Department of Labor Letter to H. Watts (SEP) from M. Kleinfeld, dated February 28, 1967, concerning the release of Building #2 and Sump #1 for non-radioactive use. 1 page.

190. SEP Letter to D.A. Nussbaumer (AEC) from H.E. Grieb, dated April 18, 1967, concerning termination of AEC license at the Hicksville facility. 1 page.

191. AEC Letter to J.E. Kreischor (SEP) from D.A. Nussbaumer, dated April 28, 1967. Concerning the renewal of AEC License #SNM-82 per SEP request. 1 page.
a. United States Atomic Energy Commission Special Nuclear Material License No. SNM-82, as renewed; Licensee: SEP; date issued April 28, 1967. 1 page.

192. State of New York, Department of Labor Letter to H. Watts (SEP) from M. Kleinfeld, dated September 19, 1967, concerning the termination of New York State Radioactive Materials License #325-0083 and registration #R0083. 1 page.

193. GTE Laboratories Letter to O.Tamuzs (NY Dept. of Labor) from J.F. Cosgrove, dated May 17, 1971, concerning the registration of radiation equipment. 1 page, with 2 page list of radiation equipment. 3 pages total.

194. State of New York, Department of Labor Letter to P.D. Wolf (General Telephone & Electronics Laboratories, Inc.) from M. Kleinfeld, dated May 22, 1972, concerning Amendment No. 3 to State of New York Radioactive Materials License No. 744-0035. 1 page.

195. GTE Laboratories Letter to O. Tamuz (NY Dept. of Labor) from J.F. Cosgrove, dated December 11, 1972, concerning the transfer of laboratory facilities from Bayside, New York to Waltham, Massachusetts. 1 page.

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196.	Teledyne Isotopes Letter to J.C. Stepina from D.R. Fuhrman, dated January 31, 1973, concerning health physics survey of a building housing a neutron generator; three page enclosure. 4 pages total.
197.	Teledyne Isotopes Letter to J.C. Stepina from D.R. Fuhrman, dated April 11, 1973, concerning the removal and disposal of 9 hoods and duct work. 1 page.
198.	<p>WF; AEC FROO Letter, to L.J. Deal from G.H. Giboney. Subject: Radiological Cleanup and Site Disposal Actions, dated May 2, 1973. 3 pages.</p> <p>a. AEC Memorandum to P.J. Hagelston from A.F. Perge, dated August 2, 1965. Subject: Surface Contamination Control Criteria for Unconditional Release of Contamination Property. 2 pages.</p> <p>b. AEC Memorandum to J.S. Hopkins from P.J. Hagelston, dated May 5, 1966. Subject: Approval of Release of Sylcor Buildings for Unlimited Uses or Sale. 1 page.</p> <p>c. Isotopes, Inc. Report; "Decontamination of Sylcor 1293 Area, Hicksville, Long Island, New York," Circa January 1966. 16 pages.</p> <p>d. SEP Letter to R.C. Blair (AEC) from Edward Myer, dated May 26, 1965, concerning uranium scrap to be returned to Fernald, OH for recovery. 2 pages.</p> <p>e. AEC Memorandum to R.C. Blair from I.A. Hobbs, dated July 30, 1965. Subject: Disposal of Contamination Waste from Sylcor. 1 page.</p> <p>f. Du Pont Letter with 5 page attachment to R.C. Blair (AEC) from J.A. Monier, dated August 4, 1965. Subject: Transfer of Equipment from Sylcor to Savannah River Plant. 6 pages total.</p> <p>g. AEC Memorandum to J.S. Hopkins from G.H. Giboney, dated November 4, 1965. Subject: Survey and Disposal of Equipment at Sylcor. 2 pages.</p> <p>h. SEP Agreement, "Use of Government Owned Facilities In Performance of Private Commercial Work," marked Attachment "A" with effective date January 1, 1965. 3 pages.</p> <p>i. TWX to USAEC, Augusta, SC from USAEC, Washington, DC concerning commission approved termination of the Sylcor contract, date stamped May 18, 1965. 2 page.</p> <p>j. SEP Letter to R.C. Blair (AEC) from W.R. Mandaro, dated December 6, 1965. Subject: RE: Contract AT(30-1)-1293 - Termination. 3 pages.</p> <p>k. AEC Memorandum to W.M. Johnson, Manager, NYOO, from W. Stetson, Manager, SROO, dated April 1, 1966. Subject: Final Inspection of Sylcor's Hicksville Plant. 1 page.</p> <p>l. AEC Memorandum to P.J. Hagelston from K.E. Herde, dated April 4, 1966. Subject: Arrangements for Radiological Monitoring and Consultation at Sylcor. 1 page.</p> <p>m. AEC Memorandum to P.J. Hagelston from K.E. Herde, dated April 12, 1966. Subject: Levels of Contamination Observed at Sylcor. 1 page.</p> <p>n. State of New York, Department of Labor Letter to H. Grieb from M. Kleinfeld, dated February 1, 1966, concerning facilities declared fit for use other than a radiation installation and compliance with Industrial Code Rule 38-23. 1 page.</p>
199.	GTE Laboratories Letter to Chief, Radiological Health Unit from J.F. Cosgrove, dated May 18, 1973, concerning the move of GTE Laboratory facilities in Bayside, New York to Waltham, Mass. 1 page.
200.	GTE Laboratories Inc. Letter to O. Tamuzs (State of New York, Department of Labor) from J.F. Cosgrove, dated May 23, 1973, concerning the removal of radioactive equipment from the Bayside facility. 1 page.
201.	AEC "Plan for Management of AEC-Generated Radioactive Wastes," dated July 1973. 52 pages.
202.	New York State Department of Labor Letter to J.F. Cosgrove (GTE Labs, Inc.) from J. Messite, dated July 16, 1973, concerning cancellation of their Radiological Materials License and Registration. 1 page.
203.	AEC Memorandum to H.C. Donnelly and others from F.K. Pittman, dated July 31, 1973. Subject: Plan for the Management of AEC-Generated Radioactive Waste (WASH -1202). 1 page.
204.	AEC Memorandum to Managers of Field Offices from the General Manager, dated September 4, 1973. Subject: Responsibility for Decontamination and Decommissioning of AEC Facilities. 1 page.
205.	AEC Memorandum to F.K. Pittman and others from H.F. Soule, dated October 2, 1973. Subject: Review of Site Plans. 2 pages.

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206.	AEC Memorandum to Heads of Divisions from F.K. Pittman, dated October 18, 1973. Subject: Responsibility for Decontamination and Decommissioning of AEC Facilities. 1 page.
207.	AEC Memorandum to R.D. Thorne from F.K. Pittman, dated October 19, 1973. Subject: Decommissioning and Decontamination Program Planning Assumptions Fiscal Year 1974, 1975. 1 page.
208.	AEC Letter to E. Jerard from C.E. Larson, dated October 23, 1973, concerning the shortage and ultimate disposal of radioactive wastes created by the nuclear power industry. 4 pages.
209.	AEC TWX to USAEC, Managers of Field Offices from F. Pittman, date stamped October 29,1973, concerning an information paper being prepared for the commission. 2 pages.
210.	Teledyne Isotopes Letter to J.C. Stepina from D.R. Fuhrman, dated November 6, 1972, concerning the results of a survey conducted on November 1, 1972 . 5 pages.
211.	AEC Memorandum to F.K. Pittman from N. Stetson, dated November 13, 1973. Subject: Decontaminating and Decommissioning of AEC Facilities (Your TWX, 10/29/73). 2 pages.
212.	<p>AEC Letter to Heads of Divisions and Offices, HQ from F.K. Pittman, dated November 15, 1973. Subject: Draft AECM 5XXX -Disposition of AEC Contaminated Facilities. 1 page.</p> <p>a. Form AEC-489 (6-67), AEC Manual Transmittal Notice concerning Chapter 5XXX (complete) dated 11/14/73. 5 pages.</p>
213.	AEC Summary Sheet, SECY-74-513; Subject: Study of Previously Released AEC Facilities," dated April 2, 1974. 2 pages.
214.	AEC Letter to Chairman Ray (THRU: J.A. Erlewine, General Manager) from F.K. Pittman, dated April 5, 1974. Subject: Study of Previously Released AEC Facilities 3 pages.
215.	DOE paper, "Contents of Site Summaries," January 8, 1979. 1 page.
216.	WF; DOE Letter to J. Manjorin (National Bank of North America) from W.E. Mott, dated March 13, 1979, transmitting a preliminary summary describing work conducted at a portion of the former Sylvania-Corning site for the AEC. 1 page.
217.	<p>DOE Letter to R.E. Cunningham from W.E. Mott, dated June 25, 1979, concerning a radiological survey report for old Sylvania site at Hicksville, Long Island. 1 page.</p> <p>a. DOE Brookhaven Area Office Letter to W.E. Mott from D. Schweller, dated May 24, 1979. Subject: Prior AEC Site. 1 page.</p> <p>b. DOE Brookhaven Area Office Memorandum to R. Friess from L. Phillips, dated May 21, 1979. Subject: Possible Contamination of Old Sylvania Site in Hicksville. 3 pages.</p>
218.	New York State Energy Office Letter to W. Mott (DOE) from T.K. DeBoer, dated February 28, 1980, providing information and requesting existing documentation relative to the status of the Sylvania Corning Metallurgical Laboratory site in Bayside, Queens, New York. 2 pages.
219.	ORNL Report, "Preliminary Survey of Sylvania-Corning Nuclear Corporation Metallurgical Laboratory, Bayside, New York," dated March 1980. 9 pages.
220.	New York State Energy Office Letter to W. Mott from T.K. DeBoer, dated April 1, 1980, regarding the decontamination of the General Telephone & Electronics (GTE) Laboratories facility in Bayside, New York. 1 page.
221.	The Aerospace Corporation Letter to W.E. Mott from E.A. Vierzba, dated October 15, 1980. Subject: Sylvania-Corning Nuclear Corporation, Inc., Bayside, New York, Disposition of Residual Materials. 2 pages.
222.	DOE Letter to L.R. Solon from W.E. Mott, dated October 23, 1980, concerning the Sylvania-Corning facility at Bayside, NY, being developed into a housing project. 2 pages.
223.	The Aerospace Corporation Letter to A. Whitman from B.R. Fritz, dated November 1, 1985. Subject: Draft Elimination Reports: Additional New York Sites. 2 pages.

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224.	DOE Summary Protocol, "FUSRAP Summary Protocol Identification - Characterization - Designation - Remedial Action - Certification," January 1986. 50 pages.
225.	DOE Summary Protocol, "FUSRAP Designated/Elimination Protocol--Supplement No. 1 to the FUSRAP Summary Protocol," dated January 1986. 14 pages.
226.	Extract - Aerospace Corporation Report, "Sites Eliminated from FUSRAP Consideration as of December 31, 1987," dated December 21, 1987. 1 page.
227.	NY Department of Health Bureau for Radiation Control Letter to E.P. Hardy from L.R. Solon, dated April 16, 1988, concerning th Sylvania accident in Bayside Queens, July 2, 1956, and miscellaneous attachments. 17 pages total.
228.	DOE Letter to J.S. Sigall from R.P. Whitfield, dated July 22, 1991, response to request for information, Number 91042410M. 3 pages. a. ORAU Letter to W.A. Williams from P.R. Cotton, dated July 4, 1991. Subject: Verification and Designation Surveys: Baker and Williams Warehouses. 2 pages.
229.	DOE Letter to H.J. Montagni from J.E. Baublitz, dated February 29, 1984, concerning soil sample results. 6 pages total.
230.	State of New York - Department of Health Memorandum to Adela Salame-Alfie from W.J. Condon, dated December 12, 1994. Subject: Sylvania-Corning Nuclear Corporation Site. 1 page.
231.	Extract from Database file, "Site Evaluated for Inclusion in FUSRAP," printed October 21, 1994. 1 page.
232.	DOE Letter to The Honorable Lewis Yevoli from J.W. Wagoner II, dated January 23, 1995, concerning DOE new approach to openness and its communications with the public - the former Sylvania-Corning Plant site that performed work for DOE predecessor agencies. 1 page.
233.	DOE Letter to B. Stewart from W.A. Williams, dated March 15, 1996, response to request for documents related to the former Hicksville and Bayside facility operated by SEP. 5 pages.
234.	DOE Letter to Island Wide Management Corporation from E.G. DeLany, dated April 9, 1996, providing information on the site and advice that the Sylvania-Corning Bayside site was eliminated from further consideration under DOE FUSRAP. 7 pages total.
235.	NRC Letter to R.R. Stewart from R.R. Bellamy, dated September 18, 1996. Subject: NRC Archived Records Regarding Sylvania Electric Products Co. (GTE) (Terminated AEC License No. SNM-82). 2 pages.
236.	NRC Letter to B. Ballen from R.R. Bellamy, dated November 27, 1996. Subject: Inspection No. 070-00097/96-001. 4 pages. a. NRC Region I Inspection Report No. 070-00097/96-001, for inspection conducted on August 20, 1996, at the former Sylvania Electric Products, Inc. facility in Hicksville, NY. 4 pages.
237.	NRC Letter to W. Vercasio from R.R. Bellamy, dated January 28, 1997. Subject: Survey of Public Area Adjacent to the Former Sylvania Electric Products, Inc. Facility. 3 pages.
238.	NRC Letter to W. Vercasio from R.R. Bellamy, dated February 12, 1997. Subject: Revision to Survey of Public Area Adjacent to the Former SEP. Facility. 4 pages.
239.	NRC Letter to A.E. Ludwig from R.R. Bellamy, dated February 18, 1997. Subject: Inspection No. 070-00097/96-001. 2 pages.
240.	Extract, O'Brien & Gere Engineering Report, Section B, "Site History," dated April 5, 1997. 2 pages.
241.	New York State Department of Environmental Conservation Memorandum to P.J. Merges from T.B. Rice, dated September 13, 2000. Subject: Expanded File Summary for Sylvania Corning Nuclear Corporation, Bayside Queens, Prompted by a Contact from the DOH BERP. 4 pages.

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242.	Copy from USACOE website, "FUSRAP Experience Transporting LLW and 11e(2) Waste Materials by Rail, Intermodal Container, and Truck (Transportation)," dated February 19, 2001. 8 pages.
243.	<p>NRC Note to Commissioner Assistants from J.W. Craig, dated March 28, 2001. Subject: Update on FUSRAP List. 1 page.</p> <p>a. NRC Memorandum to J.W. Craig from J.T. Greeves, dated March 14, 2001. Subject: Updated NRC Analysis the Department of Energy's Formerly Utilized Site Remedial Action Program List. 1 page</p> <p>b. Attachment 1, DOE FUSRAP List Review Summary, Not Dated. 24 pages.</p>
244.	EPA paper, "Sylvania - Syncor, Hicksville, NY Site, Status of Radioactive Materials Remediation (sic)," April 13, 2001. 1 page.
245.	NRC Table, "FUSRAP Sites Review," dated April 18, 2001. 22 pages.
246.	United States Environmental Protection Agency Letter to J. Venditto (Town Supervisor) from W.J. Muszynski, dated May 11, 2001, concerning Sylvania-Syncor property in Hicksville, New York. 2 pages.
247.	<p>DOE Memorandum for the Secretary from C.L. Huntoon, dated June 1, 2001. Subject: ACTION: Sign Letter to Congressman King Concerning the Sylvania Plant in Hicksville, New York. 2 pages.</p> <p>a. DOE Letter to the Honorable Peter T. King from Spencer Abraham, dated June 11, 2001, concerning his letter regarding the Sylvania Corning Nuclear Corporation Plant in Hicksville, New York. 1 page.</p> <p>b. Congress of the United States House of Representatives Letter to Hon. Spencer Abraham from Peter King, dated April 17, 2001, regarding contamination with toxic solvents at the Coram Sylvania Plant, located in Hicksville, NY. 1 page.</p>
248.	Sullivan Papain Block McGrath & Cannavo P.C. Letter to DOE FOIA Officer from Frank Floriant, dated May 21, 2002, FOIA request. 1 page.
249.	DOE Letter to B.W. Martin from A. Lopez, dated September 11, 2002, response to FOIA request concerning a facility in Hicksville, New Yor. 4 pages.
250.	Map, Figure 3, "Current Site Conditions and Sampling Locations with Historic Overlays," dated October 29, 2002. 1 page.
251.	New York State Department of Environmental Conservation Fact Sheet, "Soil Remediation Program Work Plan, October 2002," Former Sylvania Electric Products Facility, Public Meeting Announcement for December 11, 2002 meeting. 6 pages.
252.	<p>NRC Form 464 Part 1, "Response to Freedom of Information Act (FOIA)/Privacy Act (PA) Request #2002-0324, dated November 22, 2002.</p> <p>a. NRC Note to Commissioner Assistants from J. Craig. Subject: Staff Evaluation of Sites Identified in The USA Today Article Dated 09/06/00," dated October 2, 2000. 21 pages.</p> <p>b. NRC Note to Commissioner Assistants from J. Craig. Subject:: Final Staff Evaluation of Sites Identified in The USA Today Article Dated 09/06/00," dated October 19, 2000. 20 pages.</p>
253.	Considered Sites Database Report for the Sylvania Corning Plant -- NY.19, printed February 2, 2004. 2 pages.
254.	AEC Reports of the New York Operation Office Health and Safety Division, pertaining to occupational exposure to radioactive dust at the Sylvania facility at Hicksville, New York; 23 reports covering the period December 1949 thru June 1962. Approximately 500 pages.
255.	AEC Urine Sample Data Sheets from SEP, Hicksville, NY, the period 1952-1955. Approximately 500 pages.
256.	Documents of Incorporation and related reports of SEP and predecessor/successors. Approximately 500 pages.
257.	<p>Undated (or dates illegible) Documents</p> <p>a. EPA Email messages concerning conditions at the former Sylvania- Corning site, Hicksville, New York. 9 pages.</p> <p>b. AEC Memorandum to W.B. Harris from W.H. Donnelly. Subject: Sylvania Electric Products, Inc. , Hydrostatic Pressure Facility. 1 page.</p>

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- c. To J.R. Roeder from R.S. Cleveland. Subject: Close-out survey SEP, license number: SNM-82, Docket number: 70-97. 1 page.
- d. SEP, Sylcor drawing, Sylcor Site Layout, Hicksville, NY, "Figure 2 - Diagram of Hicksville Site," 1 page.
- e. New York State Department of Environmental Conservation Agreement in the matter of the Implementation of an Investigation of the Former SEP Facility by GTE Operations Support Inc., Volunteer dated 4/7/99. Index Number: W1-0844-98-08. 12 pages.
- f. New York State Department of Environmental Conservation Agreement in the matter of the Implementation of a Voluntary Cleanup Agreement for: Former SEP Facility by: GTE Operations Support Incorporated, "Volunteer" Site #: V-00089-1, Index #: W1-0903-01-12. 29 pages.
- g. DOE Report, "FUSRAP Elimination Report for The Former Sylvania-Corning Nuclear Corporation, Bayside, New York. 7 pages.
- h. Investigation Report, illegible. 14 pages.
- i. Morgan Lewis Counselors at Law, "Facts Related to Work at the Hicksville Site Performed Pursuant to AEC Contract and AEC Licenses." 7 pages.
- j. Extract: AEC Manual Chapter 5XXX-035.c., "Disposition of AEC Contaminated Facilities." 5 pages.
- k. Job Order Log, Sylvania Electric Products Inc., Sylcor Division, Commercial Fuel Plant," circa 1962-1966. 18 pages.
- l. AEC Contract Cover Sheet, Contract No. AT(30-1)-1293 with SEP for research and development during the period December 10, 1951 to June 30, 1953." 1 page.

This document consists of ⁵³ pages.
No. 2 of 12 copies, Series A .

CONTRACT NO. AT(30-1)-1293

Question 3

Entire doc responsive

CONTRACT

CONTRACTOR AND ADDRESS:

SYLVANIA ELECTRIC PRODUCTS, INC.
1740 Broadway
New York, New York

CONTRACT FOR:

RESEARCH AND DEVELOPMENT

TERM OF CONTRACT:

December 10, 1951 to June 30, 1953

LIMIT OF GOVERNMENT LIABILITY:

\$3,253,897.00

PAYMENT TO BE MADE BY:

Division of Disbursement,
United States Treasury Department,
New York, New York.
Submit invoices to:
United States Atomic Energy Commission,
P. O. Box 30, Ansonia Station,
New York 23, New York

BASIS OF AWARD:

NEGOTIATION

Priority Rating

In accordance with authority delegated to the Atomic Energy Commission by the National Production Authority, this contract is rated DO-E-2, certified under EPC Regulation 2.



Authorized Representative

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Contract No. AT(30-1)-1293

THIS CONTRACT, entered into as of the 10th day of December, 1951, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter referred to as the "Commission"), and SYLVANIA ELECTRIC PRODUCTS, INC. (hereinafter referred to as the "Contractor"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business in New York City, New York;

WITNESSETH THAT:

WHEREAS, by Letter Contract No. AT(30-1)-1293, dated December 10, 1951, the Government and the Contractor agreed, among other things, that the Contractor would perform for the Government the research and development work provided for in said Letter Contract; and

WHEREAS, the Government and the Contractor, as contemplated by said Letter Contract, have negotiated and arrived at this definitive agreement which merges with and supersedes said Letter Contract; and

WHEREAS, this contract is authorized by law, including the Atomic Energy Act of 1946;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - SCOPE OF THE WORK

1. The Contractor shall conduct studies, experimental investigations and other research and development work for the Government, the details of which research and development work are set forth in the classified Appendix 'B' to this contract. A copy of said Appendix 'B' signed by the Contractor is on file in the offices of the Commission and said Appendix 'B' is incorporated herein by reference and made a part hereof.

2. The Contractor shall furnish all materials, equipment, facilities and premises, and all other properties and services requisite to the proper performance of the work under this contract, except to the extent that the Government may elect to furnish such properties or services.

ARTICLE II - SITE OF THE WORK1. Principal Site

The principal site of the work of this contract shall be the land and plant of the Contractor on Cantiague Road in Hicksville, Long Island, including, but only from January 1, 1953 on, the one-story frame building at this location, leased at the date of commencement of the period of performance of the work of this contract, to the United States Department

of Agriculture, unless the Commission approves a substitute site in writing and until the date approved by the Commission for such substitution.

2. Alteration at Site

The Contractor shall alter the plant and other facilities at any principal site of the work, referred to in paragraph 1 above, to the extent the Commission considers such alterations necessary to the proper performance of the work hereunder.

3. Transfer of Site

The Contractor shall not sell, lease, license or otherwise transfer ownership or occupancy of any plant space or other facilities at any principal site of the work referred to in paragraph 1 above, or of said site or any portion thereof, without the approval of the Commission.

4. Non-Contract Activities

The Contractor shall not engage in or permit others to engage in activities other than activities in performance of the work of this contract at any principal site of the work referred to in paragraph 1 above, without the approval of the Commission.

5. Request for Approval

Any request of the Contractor to the Commission for approval pursuant to either of paragraphs 3 or 4 above, shall specify the extent of such transfer or non-contract activities and should further specify the Contractor's proposed reduction in the allowance for use and occupancy set forth in paragraph 3 of Article IV, CONSIDERATION, and the Contractor's estimate of the reduction in other costs of this contract to the Government that would result should the Commission grant the requested approval. Any reduction in the allowance for use and occupancy agreed upon shall be set forth in an amendment to this contract.

ARTICLE III - TERM, EXPIRATION AND TERMINATION

1. The period of performance of the work under this contract shall commence on December 10, 1951 and, subject to the provisions of this Article, shall end on June 30, 1953.

2. Termination

a. For Default.

The Government may at any time terminate performance of the work under this contract for the default of the Contractor.

b. For the Convenience of the Government.

The Government, at its election, may for its convenience, (i) from time to time terminate in part performance of work under this contract, or (ii) at any time terminate in whole the performance of the work under this contract.

c. Notice of Termination.

Termination, under this paragraph, shall be effected by delivery to the Contractor of a written notice of termination, which notice (i) shall specify a date upon which said termination shall become effective, which date shall be at least sixty (60) days after the delivery of said notice; (ii) in the event of a termination in part, shall specify the portion or portions of the work so terminated and the period or periods during which said termination shall be effective; and (iii) shall specify whether said termination is for the default of the Contractor or for the convenience of the Government. Upon receipt of said notice of termination, the Contractor promptly, except as the notice may direct otherwise, shall (i) discontinue all terminated work as soon as is reasonably practicable, if the notice so directs, and in any event by the date specified in said notice of termination; (ii) cease all placing of orders for property or services in connection with the performance of the terminated work; (iii) proceed to the best of its ability to terminate all orders and subcontracts to the extent that they relate to the terminated work; (iv) assign to the Government in the manner and to the extent directed by the Commission, all the right, title and interest of the Contractor under the terminated portion of the orders and subcontracts so terminated; (v) settle, with the approval of the Commission, all subcontracts, obligations, commitments and claims related to the terminated work, the cost of which would be allowable in accordance with the provisions of this contract; (vi) continue performance of such part of the contract work, if any, as shall not have been terminated; and (vii) take such other action with respect to the terminated work as may be required under other Articles of this contract and, subject to the approval of the Commission, as may be otherwise appropriate, including but not limited to, action for the protection and preservation of Government property.

d. Entry by Government After Default.

- (i) If performance of the work under this contract is terminated for the default of the Contractor, the Government (1) may exercise the option granted in Article VI, OPTION IN THE GOVERNMENT, to purchase the principal site of the work hereunder; (2) may exercise the right given in item (ii) of this subparagraph.
- (ii) Instead of exercising the option to purchase referred to in (i) above, the Government may elect, pursuant to this subsection, to occupy the property for a period not to exceed one year by paying the Contractor a monthly charge in full satisfaction of all claims of the Contractor arising out of said entry and occupancy, including a claim for the fair rental value of said premises and facilities. Said monthly charge will be one-twelfth the yearly allowance for use and occupancy set forth in subparagraph j of paragraph 3 of Article IV, CONSIDERATION.
- (iii) After termination for the default of the Contractor, and the exercise of either the option or right referred to in subparagraphs (i) and (ii) above, the Government may (a) enter upon and have exclusive occupancy of any principal site of the work described as such in paragraph 1 of Article II, SITE OF THE WORK, (b) take possession, for the period of such occupancy, of all materials, tools, machinery and appliances therein which may be owned by or are in the possession of the Contractor, (c) exercise during said occupancy all options, privileges and rights belonging to or exercisable by the Contractor in connection with such premises and facilities, and (d) complete or employ others to complete, the work of this contract therein. Said occupancy if done under (ii) above shall be for a period not to exceed one year.
- (iv) In addition, the Commission shall within the limits of its authority, indemnify and hold the Contractor harmless against any damages finally awarded in court actions or settlements made with the consent of the Commission, and against expenses incident to such court actions or settlements, where such actions and settlements are based on claims by third parties against the Contractor arising out of actions by the Government in use and occupancy of said premises and facilities pursuant to this subparagraph d.

e. Terms of Settlement.

Upon a termination of performance of all or part of the work under this contract, full and complete settlement of all claims of the Contractor with respect to the work of this contract so terminated shall be made as follows:

- (i) Assumption of Contractor's obligations. The Government may at the discretion of the Commission, assume and become liable for all obligations, commitments, and claims that the Contractor may have theretofore in good faith undertaken or incurred in connection with the terminated work, the cost of which would be allowable in accordance with the provisions of this contract; and the

Contractor shall, as a condition of receiving the payments mentioned in this Article, execute and deliver all such papers and take all such steps as the Commission may require for the purpose of fully vesting in the Government all the rights and benefits of the Contractor under such obligations or commitments.

- (ii) Payment for Allowable Costs. The Government shall reimburse the Contractor or allow credit for all allowable costs incurred in the performance of the terminated work and not previously reimbursed or otherwise discharged.
- (iii) Payment for Close-Out Expense. The Government shall reimburse the Contractor (a) for such close-out expenses, (b) for such further expenditures as are made after the date of termination for the protection of the Government property, and (c) for such legal and accounting services in connection with settlement, as are required or approved by the Commission.
- (iv) Payment on Account of the Fixed Fee.
 - a. If the performance of the work under this contract is terminated in whole for the default of the Contractor, no further payment on account of the fixed fee set forth in subparagraph a. of paragraph 1 of Article IV, CONSIDERATION, shall be made.
 - b. If the performance of the work under this contract is terminated in whole for the convenience of the Government, the Contractor shall be paid that portion of the fixed fee which the work actually completed, as determined by the Commission, bears to the entire work under this contract less payments previously made on account of the fee.
 - c. If the performance of the work under this contract is terminated in part for the convenience of the Government, the Contractor and the Commission shall promptly negotiate to agree upon an equitable adjustment of the fixed fee set forth in subparagraph a. of paragraph 1 of Article IV, CONSIDERATION, and the agreement reached shall be evidenced by a written, executed supplemental agreement to this contract. If the Contractor and the Commission fail to so agree upon such fee adjustment, within a reasonable time after such partial termination, the failure to agree shall be disposed of in accordance with Article XIV, DISPUTES, hereof.

3. Expiration. In the event of expiration of the period of work performance hereunder without prior termination hereof, the Contractor shall (i) discontinue the contract work at the end of the day of expiration and (ii) take such other action as may be required under other provisions of this contract and, subject to the approval or ratification of the Commission, as may be otherwise appropriate, including but not limited to, action for the protection and preservation of Government property.

4. Claims in Favor of the Government. The obligation of the Government to make any of the payments required by this Article shall be subject to any unsettled claims in connection with this contract which the Government may have against the Contractor. Nothing contained in this Article shall be construed to limit or affect any other remedies which the Government may have as a result of a default by the Contractor.

5. Settlement upon Termination or Expiration. Any other provisions of this contract to the contrary notwithstanding, the Contractor and the Commission may agree upon the whole or any part of the amount or amounts which the Contractor is to receive upon and in connection with (i) any termination pursuant to this Article or (ii) expiration of the term of this contract without prior termination thereof. Any agreement so reached shall be evidenced by a written supplemental agreement to this contract which shall be final and binding upon the parties with regard to their respective claims against each other except as therein otherwise expressly provided.

ARTICLE IV - CONSIDERATION

1. Compensation for Contractor's Services.

As full consideration for the performance by the Contractor of the work of this contract (including (i) profit on all items and for all work, and (ii) reimbursement for all costs and expenses listed hereunder as unallowable costs or otherwise not allowable under the terms of this contract) the Contractor shall receive from the Government:

- a. A fixed fee of One Hundred Twenty Thousand Dollars (\$120,000.00).
- b. Payment for allowable costs as hereinafter provided.

2. Basis for Determination of Allowable Costs.

The costs allowable under this contract shall be costs and expenses which are actually incurred by the Contractor in performing the work under this contract and which are necessary or incident to that performance. Allowable costs shall include, without limitation on the generality of the foregoing, the items described as allowable in paragraph 3 of this Article but shall not in any event include the items described as

unallowable in paragraph 4 of this Article except to the extent indicated therein. Failure to mention any item of cost in this Article is not intended to imply that it is either allowable or unallowable.

3. Examples of Allowable Costs.

The following are examples of items, the cost of which is allowable under this contract to the extent indicated:

a. Bonds and insurance, including self-insurance, approved by the Commission, the cost of which is not excluded by other provisions of this contract.

b. Transportation and communication, including (i) reconsignment, switching, demurrage and diversion charges, (ii) loading, unloading, storage, crating and packing charges, (iii) local and long distance telephone charges, facsimile and teletype messages, telegrams, cablegrams, radiograms, postage, post office box rental, messenger charges and delivery services.

c. Materials, supplies, tools, machinery, equipment, fuel and utilities, including the cost of processing and testing thereof by others and inspection, expediting, storage, salvage and other usual expenses incident to the procurement and use thereof, subject to the approvals required under any other provisions of this contract.

- (i) The Contractor may use in its performance of the work of this contract, items manufactured by it in the ordinary course of its commercial business, provided that the Commission grants approval to each such use and provided further that the Commission and the Contractor shall have agreed, prior to any such approval, in writing but not necessarily by execution of an amendment to this contract, upon a unit price or prices for such items. The unit price or prices so agreed upon may include profit.
- (ii) The Contractor may withdraw from its general stores and use in its performance of the work of this contract items purchased by it before or during the period of performance of this contract for its general stores, provided that such withdrawal and use of said items shall be in accordance with the Contractor's statements of its daily procurement practices and procedures submitted to the Commission and approved by the Commission pursuant to subparagraph b of paragraph 1 of Article IX, PROCUREMENT AND SUBCONTRACTS. The cost of any such item shall be determined in accordance with last-in, first-out inventory accounting principles.

(iii) The Commission shall have the right to inspect any item provided by the Contractor for the work of this contract pursuant to sub-subparagraphs (i) and (ii) above and to reject any or all of such items which the Commission determines to be defective, in which event there shall be no cost to the Government on account of such rejected items and the Contractor shall at its own non-allowable cost and expense, remove all such rejected items from any site of the work to which they may have been delivered. The failure of the Government to inspect and reject any such item prior to its use by the Contractor in the work of this contract in accordance with the provisions of sub-subparagraphs (i) and (ii) above shall be deemed inspection and acceptance thereof, except as to latent defects, fraud and such gross negligence as constitutes fraud.

d. Patents, purchased designs and royalty payments, to the extent approved by the Commission.

e. Expert technical or professional assistance to the extent allowed by Article XXII, TECHNICAL AND PROFESSIONAL ASSISTANCE.

f. Taxes, fees and charges, levied by public authorities, which the Contractor is required by law to pay, except those which are imposed upon or arise by reason of or are measured by the Contractor's fee or which are excluded pursuant to other provisions of this contract. This item shall include interest costs and penalties incurred by the Contractor in compliance with Article XX, STATE AND LOCAL TAXES AND FEES, hereof.

g. In accordance with Appendix "A", or modifications thereto, labor (whether as wages, salaries, benefits, or other compensation, as prescribed by the Contractor's employment and employee welfare policies), recruiting of personnel, (including "help wanted" advertising), travel (including subsistence during travel), and the transportation of personnel and their household goods and effects. In case the full time of an employee of the Contractor is not applied to the work of this contract, the cost of his labor shall be included in this item only in proportion to the actual time so employed.

h. Expenses of litigation, including reasonable counsel fees, incurred in accordance with the provisions of this contract, and such other legal, accounting, and consulting fees as are approved by the Commission.

i. Alterations, additions, improvements and repairs to, and remodeling, reconstruction and ordinary maintenance of, facilities employed by the Contractor in performing the work of this contract, in accordance with Article XI, CONSTRUCTION, ALTERATION, AND REPAIR.

j. An allowance of Forty-One Thousand Seven Hundred Eighty Dollars (\$41,780.00) for the period from March 1, 1952 to December 31, 1952,

and Fifty-Three Thousand Six Hundred Dollars (\$53,600.00) per year during the period thereafter of the Contractor's performance of the work of this contract at the Hicksville plant of the Contractor, prorated over said period. Said allowance is in lieu of any charge by the Contractor for the use and occupancy of said plant and is in lieu of costs and expenses actually incurred by the Contractor during said period for the following:

- (i) Depreciation of buildings on the Hicksville site of the work hereunder.
- (ii) Real estate taxes, including, among others, school, water, and sewage taxes and special assessments, on the land and buildings at said Hicksville site.
- (iii) Premiums for fire, smoke, storm, and hail insurance, and similar property insurance policies on the Contractor's Hicksville plant and on all property of the Contractor therein.
- (iv) Premiums for public liability insurance against damages to persons and properties of employees of the Contractor (except but not for Workmen's Compensation insurance) or of third persons, at the Contractor's Hicksville plant or resulting from the Contractor's operations therein.
- (v) Premiums for insurance against damages to motor vehicles, not Government-owned, used by the Contractor in connection with the work of this contract and against damages to persons and property resulting from operation by the Contractor and its employees of motor vehicles in connection with the work of this contract.

In the event the Hicksville plant is totally or partially made unusable for the performance of the work of this contract as a result of fire, explosion or other casualty, the Commission and the Contractor shall negotiate to agree upon an equitable downward adjustment of the allowance set forth in this subparagraph j. If the Commission and the Contractor fail to agree upon such adjustment within a reasonable time after such casualty, the failure to agree shall be disposed of in accordance with Article XIV, DISPUTES.

k. An allowance (in lieu of direct reimbursement) to cover the general and administrative expenses incurred by the Contractor's corporate office in New York City allocable to the work of this contract. The amount of this allowance shall be computed as a percentage, otherwise referred to herein as the G and A rate, of the costs of operation hereunder. For the purposes of this subparagraph costs of operation are defined as the costs, without duplication, incurred by the Contractor and allowable pursuant to subparagraphs a, b, c, e, g, l, n and o of this paragraph 3 but excluding costs of capital items of machinery and equipment procured for the work of this contract and including the costs of ordinary repairs and maintenance to any site of the work defined as a principle site of the work by Article II, SITE OF THE WORK.

- (i) A provisional G and A rate of three (3%) percent, subject to review and retroactive adjustment, is agreed upon at the commencement of this contract and the Government's

payments to the Contractor shall be based initially upon said provisional rate. As soon after each June 30th during the term of this contract (or as soon after any intervening date of termination or expiration thereof) as is practicable, the Commission in consultation with the Contractor, shall review the actual expense to, and obligation incurred by, the Contractor during the contract period from the close of the previous period reviewed (or the date of commencement of the contract if there has been no previous period reviewed) to said June 30th (or intervening date of termination or expiration) attributable to the elements of costs covered by this allowance. Based upon such review, the Commission and the Contractor shall negotiate and agree upon a fixed rate for the period reviewed. Said fixed rate shall retroactively replace the provisional rate hitherto in effect for the period reviewed. Said fixed rate, or any other rate which the Commission and the Contractor may agree upon at said negotiation, shall, as a new provisional rate, (i) retroactively replace the provisional rate hitherto in effect from the close of the contract period reviewed to the date of agreement on said new rate, and (ii) prospectively be the new provisional rate until it is in turn replaced pursuant to the foregoing by a new provisional or fixed rate. In the event that a provisional rate is replaced by a lower or higher fixed or provisional rate, suitable retroactive adjustments in the payments shall be made promptly. Failure to agree upon a fixed rate pursuant to the foregoing shall be considered a dispute to be settled in accordance with the provisions of Article XIV, DISPUTES, hereof.

l. Costs of providing cafeteria, restaurant, or food commissary services to employees of the Contractor directly engaged in the performance of the work hereunder.

m. Expenses of moving and transporting the Contractor's and Government's property from any principal site of the work, as defined in paragraph 1 of Article II hereof, to any other site for the work, provided that the Commission orders or approves in advance the move, the new site and the method of transportation.

n. Close-out costs incurred by the Contractor after the expiration or termination of the period of performance of the work of this contract.

o. The cost to the Contractor of compliance with health and safety, security and property management standards and regulations of the Commission.

p. Losses and expenses, including losses and expenses resulting from claims of patent infringement, not compensated for by insurance or otherwise (including settlements made with the consent of the Commission),

sustained by the Contractor in the performance of the work and certified in writing by the Commission to be just and reasonable, except losses and expenses expressly made unallowable under other provisions of this contract.

q. An allowance of Sixteen Thousand Six Hundred Dollars (\$16,600.00) for the procurement and accounting services performed by the Contractor's Central Engineering Department 50 Staff from the commencement of the term of this contract to June 30, 1952 in Contractor facilities other than the Contractor's Hicksville, Long Island Plant.

r. The direct cost to the Contractor of work performed under this contract with the approval of the Commission at the Bayside, Long Island, plant of the Contractor, plus indirect costs allocable to such work to the extent such indirect costs are agreed upon by the Commission and the Contractor.

s. Items of cost which are not expressly excluded by other provisions of this contract and which are specifically certified in writing by the Commission as allowable costs hereunder.

4. Example of Unallowable Costs: The following are examples of items, the cost of which is not allowable except as indicated:

a. Advertising, except "help-wanted" advertising or other advertising to the extent such other advertising is specifically authorized by the Commission.

b. Central and branch office expenses of the Contractor, except expenses of any principal site of the work described as such in paragraph 1 of Article II, SITE OF THE WORK, and except as expressly provided for elsewhere in this contract.

c. Commissions and bonuses (under whatever name) in connection with obtaining or negotiating for a Government contract.

d. Unless otherwise authorized by the Commission, costs of the character described in subdivision g. under examples of allowable costs, which are not in accordance with Appendix "A", or modifications thereto.

e. Provisions for contingent reserves.

f. Contributions, donations, dividend payments, interest on borrowings (however represented), bond discounts and expense and financial charges.

g. Entertainment expenses, except as provided in Appendix "A", or modifications thereto.

h. Fines and penalties, unless incurred as a result of action by the Contractor in accordance with the express direction of the Commission or in accordance with the provisions of Article XX, STATE AND LOCAL TAXES AND FEES.

i. Capital additions and structural improvements to Contractor-owned or Contractor-leased facilities, except where such additions or improvements have been specifically approved by the Commission as being an aid to the performance of this contract, and only to the extent specifically agreed to by the Commission.

j. Losses from sales and exchanges of the Contractor's capital assets and losses on other contracts.

k. Membership in trade, business and professional organizations, except as specifically authorized by the Commission.

l. Subscriptions to periodicals or other publications, technical or otherwise, except as specifically authorized by the Commission.

m. Pensions, retirement, group health, accident and life insurance plans, except to the extent authorized under Appendix "A", or modifications thereto.

n. Storage of contract records after completion of contract operations, irrespective of contractual or statutory requirements regarding preservation of records, except as specifically allowed pursuant to paragraph 3 of Article VIII, hereof.

o. Taxes, fees and charges, levied by public agencies, which are imposed upon or arise by reason of or are measured by the Contractor's fixed fee.

p. Government-furnished property, except to the extent that cash payment therefor is required pursuant to procedures of the Commission applicable to transfers of such property to the Contractor from others (including other agencies of the Government) and the cost of insurance against loss, destruction or damage to Government-owned property.

q. Wages, salaries, or other compensation of the Contractor's corporate officers, except to the extent such wages, salaries or other compensation (including travel and subsistence) is paid (without duplication) pursuant to subparagraphs g. and k. of paragraph 3 of this Article.

r. Other items made unallowable by the provisions of this contract.

5. Payment:

a. **Payment of the Fixed Fee.** Payment of ninety (90%) per cent of the fixed fee set forth in subparagraph a. of paragraph 1 of this Article shall be made by the Government monthly in amounts based on the percentage of the completion of the work hereunder, as determined from estimates submitted to and approved by the Commission.

b. The Government will make reimbursement payments for the allowable costs set forth in paragraph 3 of this Article monthly, or in the discretion of the Commission, at more frequent intervals.

c. Upon (i) the expiration of the period of performance of the work of the contract, (ii) completion of the work required by paragraph 3 of Article III, TERM, TERMINATION AND EXPIRATION, and (iii) the furnishing by the Contractor of a release in such form and with such exception as may be approved by the Commission of all claims against the Government under or arising out of this contract, accompanied by any accounting for Government-owned property required by Article V, GOVERNMENT PROPERTY, the Government shall promptly pay to the Contractor the unpaid balance of the consideration set forth in paragraph 1 of this Article (including any portion of the fixed fee withheld or not yet paid pursuant to subparagraph a; above) less deductions due under the terms of this contract and any sum required to settle any unsettled claim which the Government may have against the Contractor.

d. **Claims for Payment.** Claims for payment shall be accompanied by such supporting documents and justifications as the Commission shall prescribe.

e. **Discounts.** The Contractor shall take and afford the Government advantage of all available cash and trade discounts, rebates, allowances, credits, salvage, commissions and bonifications.

f. **Revenues.** Any revenues, apart from the fixed fee, accruing to the Contractor in connection with the work under this contract, shall be applied in reduction of allowable costs under this contract.

g. **Direct Payment of Charges - Deductions.** The Government reserves the right, upon ten (10) days written notice from the Commission to the Contractor, to pay directly to the persons concerned any charges for services, materials or freight which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the Contractor therefor.

6. Limit of Government Liability.

a. Estimates. The initially estimated cost of the work under this contract, including the fixed fee set forth in subparagraph a of paragraph 1 of this Article, is Three Million Two Hundred Fifty-Three Thousand Eight Hundred Ninety-Seven Dollars (\$3,253,897.00). It is understood that neither the Government nor the Contractor guarantees the correctness of the initial estimate of cost or any revision thereof, and that there shall be no adjustment in the amount of the Contractor's fixed fee by reason of any errors in the computation of estimated costs or revised estimated costs, or any difference between any estimated cost or revisions thereof and the actual cost of the work.

b. Obligations. The Commission has initially obligated for this contract, from obligational authority available to it, the sum of Three Million Two Hundred Fifty-Three Thousand Eight Hundred Ninety-Seven Dollars (\$3,253,897.00). Said amount may be increased by the Commission in its discretion, from time to time. The Contractor promptly shall notify the Commission in writing whenever it believes that the then Commission obligation for this contract is insufficient, and its notice shall contain its estimate of the amount of such insufficiency. When and if the total of amounts paid and payable to the Contractor under this contract (including the fixed fee and the actual or estimated amounts unpaid by the Contractor on all subcontracts and all other commitments on the assumption that they will be completed), shall equal the then Commission obligation for this contract, the Contractor shall not be expected to incur further expenses nor to perform further hereunder unless the Commission agrees in writing to increase said obligation for this contract in an amount sufficient to cover additional work hereunder. Notwithstanding any other provisions of this contract the liability of the Government under this contract shall be limited to the Commission obligation specified in this subparagraph, as same may be increased by the Commission by notice to the Contractor in writing.

ARTICLE V - GOVERNMENT PROPERTY

1. Except as otherwise specifically agreed upon in writing by the Contractor and the Commission and except as otherwise specifically provided herein

a. title to all property specially purchased by the Contractor for this contract, for which the Contractor is entitled to direct reimbursement under the provisions of paragraphs 2 and 3 of Article IV, CONSIDERATION, shall pass directly from the vendor to the Government; and

b. title to all property utilized in the work of this contract, provided by the Contractor from Contractor-owned stores or manufactured by the Contractor in the ordinary course of its commercial business, for which the Contractor is entitled to reimbursement under the provisions of paragraphs 2 and 3 of Article IV, CONSIDERATION, shall pass to the Government at the time of such utilization.

2. The Government reserves the right to furnish any property or services required for or useful in the performance of the work under this contract. Title to all property so furnished shall remain in the Government.

3. The Government shall retain title to all products, by-products, wastage, salvage, work-in-process, residues and scrap resulting from property to which the Government has or had title pursuant to paragraphs 1 and 2 above.

4. All items of Government-owned property referred to above are hereafter collectively referred to in this Article as "Government property". To the extent practicable, the Contractor shall cause all non-expendable items of Government property to be suitably marked with an identifying mark or symbol indicating that the items are the property of the Government. The Contractor shall maintain, at all times and in a manner satisfactory to the Commission, records showing the disposition and use of Government property. Such records shall be subject to Commission inspection at all reasonable times. It is understood that the Commission shall at all reasonable times have access to the premises wherein any items of Government property are located.

5. The Contractor shall promptly notify the Commission of any loss or destruction of or damage to Government property (but not of any consumption of materials or supplies in the performance of its undertakings hereunder). Except as otherwise specifically provided in this contract, the Contractor shall not be liable for loss or destruction of or damage to Government property (in the possession or custody of the Contractor in connection with this contract) unless such loss, destruction or damage is due to gross negligence or wilful misconduct attributable to the Contractor or its supervisory employees.

6. Items of Government property referred to above shall not be used by the Contractor except in the performance of its obligations under this contract.

7. In the event of loss or destruction of or damage to Government property, the Contractor shall take such steps to subserve the Government's interest as the Commission authorizes or approves. If the Contractor is

liable for loss or destruction of or damage to any items of Government property, it shall promptly account therefor to the satisfaction of the Commission; if the Contractor is not liable therefor, and is indemnified, reimbursed, or otherwise compensated for such loss, destruction or damage (other than by the Government under this contract), the Contractor shall promptly account to the Government for an equitable share of such indemnification, reimbursement, or other compensation; in any event, the Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, destruction or damage, and, upon request of the Commission, shall furnish the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

8. The Contractor may, with the approval of the Commission, (i) transfer or otherwise dispose of items of Government property to such parties and upon such terms and conditions as so approved, or (ii) itself acquire title to items of property at prices mutually agreed upon by the Commission and the Contractor without the necessity of execution of an amendment to this contract. The proceeds of any such transfer or disposition, and the agreed price of any such Contractor acquisition, shall be applied in reduction of any payments or reimbursement to be made by the Government to the Contractor under this contract or shall otherwise be paid in such manner as the Commission may direct.

9. The Contractor shall conform to all regulations and requirements of the Commission concerning the management, inventory control, storing and disposal of Government property. The Contractor agrees to prepare and submit to the Commission for review, within sixty (60) days after the execution of this contract, a written statement of the methods to be used and of the procedures to be followed by the Contractor in regard to management, inventory control, storing and disposal of Government property. The Contractor shall not use any method or procedure in this regard which the Commission has advised the Contractor is contrary to Commission policy or which is otherwise prohibited by this contract.

10. With respect to each item of Government property located at the Contractor's Hicksville, Long Island plant, not sold or otherwise disposed of by the Contractor or acquired by the Contractor pursuant to paragraph 8 above, the Government, within one hundred twenty days following the termination or expiration of the period of performance of this contract or any extensions thereof, if it has not exercised the option to purchase said plant as provided in Article VI, OPTION IN THE GOVERNMENT, shall abandon or remove it.

(a) In the event the Government occupies said plant pursuant to subparagraph d (ii) of paragraph 1 of Article III, **TERM, TERMINATION AND EXPIRATION**, the rights in the Government to abandon or remove set forth in this paragraph shall be suspended during the period of such occupancy and the one hundred twenty day period during which the Government must either abandon or remove such property shall not commence to run until the end of such occupancy.

(b) Prior to determination by the Government to abandon or remove said item the Contractor agrees, if the Government so requests, to negotiate with the Government in good faith to purchase said item at a price mutually agreed upon, it being understood, however, that the Contractor shall not be required to negotiate any price in excess of the value to the Contractor of said item.

(c) In the event the Government removes any such item of Government property which is structurally incorporated in a building on the Hicksville site, either directly or by means of its foundations, accessory piping or instrumentation, the Government shall restore the pertinent portion of the Contractor's structure to substantially the condition immediately prior to the incorporation therein of the item of property except for reasonable wear and tear and except for damage by fire, explosion or other casualty. The Government agrees that in the event the Contractor requests, in lieu of such restoration, restoration to a condition other than that set forth in the preceding sentence, to restore in accordance with the Contractor's request if the Commission determines such alternative restoration will be in the interests of the Government.

(d) There shall be no charge to the Government by the Contractor for the storage of such property (i) for any period during which the Government may exercise the option set forth in Article VI hereof, (ii) for any period during which the Government may elect, in accordance with this paragraph, to abandon or remove such property, or (iii) during the period of the close-out of this contract.

ARTICLE VI - OPTION IN THE GOVERNMENT

As part of the consideration for this contract the Government hereby is granted the option set forth in the following paragraph. This option may be exercised by the Government, by written notice to the Contractor of such exercise, at any time up to one hundred Twenty (120) days after the expiration or termination of this contract and, in the event of occupancy by the Government pursuant to subparagraph d(ii) of paragraph 2 of Article III, TERM, EXPIRATION AND TERMINATION, at any time during said occupancy.

The Government may, if it so elects, purchase, and the Contractor shall, if requested to do so by the Government, sell to the Government, (i) the land and buildings owned by the Contractor, as of the date of execution of this contract by the Contractor at Hicksville in the Township of Oyster Bay, New York, and all additions and improvements to said buildings and land subsequently acquired by the Contractor. In the event of purchase pursuant to the preceding sentence, the Government shall pay the Contractor the purchase price paid by the Contractor for said buildings and land plus the cost of acquiring said additions and improvements less, without duplication, any costs of acquiring said additions and improvements for which the Contractor is reimbursed otherwise under this contract and the depreciation of said buildings, additions and improvements. For the purposes of this paragraph, the purchase price of said land and buildings includes closing costs, and costs of necessary building and use permits and variances, to the extent that the Contractor is not reimbursed otherwise for such costs under this contract. Depreciation for the purposes of this paragraph is defined as the depreciation allowed or allowable to the Contractor for tax purposes in accordance with Internal Revenue Code Section 23(1).

ARTICLE VII - PATENTS

1. Whenever any invention or discovery is made or conceived by the Contractor or its employees in the course of any of the work under this contract, the Contractor shall furnish the Commission with complete information thereon; and the Commission shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title and rights under any application or patent that may result; provided, however, that the Contractor, in any event, shall retain at least a non-exclusive, irrevocable, royalty-free license under said invention,

discovery, application, or patent, such license being limited to the manufacture, use, and sale for purposes other than use in the production or utilization of fissionable material or atomic energy. Subject to the license retained by the Contractor, as provided in this Article, the judgment of the Commission on these matters shall be accepted as final; and the Contractor for itself and for its employees, agrees that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Commission.

2. No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1946 shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of any of the work under this contract.

3. Except as otherwise authorized in writing by the Commission, the Contractor will obtain patent agreements to effectuate the purposes of paragraphs 1 and 2 of this Article from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will not have access to technical data.

4. Except as otherwise authorized in writing by the Commission, the Contractor will insert in all subcontracts provisions making this Article applicable to the subcontractor and its employees.

5. The Contractor shall grant to the Government, to practise or have practised, an irrevocable, non-exclusive license in and to any inventions (whether patented or not), secret processes, technical information and techniques of production, research and plant operation, which are directly utilized by the Contractor in the performance of the work of this contract. Such license shall apply to the manufacture, use and disposition of any article and material and to the use of any method or process. Such license shall be limited to governmental purposes related to (i) production of fissionable material, (ii) utilization of fissionable material, and (iii) utilization of atomic energy, provided, however, that the foregoing shall not limit the Government's right to sell, or cause to be sold, all products or by-products not used by or for the Government which result or remain from the use of any invention, process, information or technique to which such license applies.

ARTICLE VIII - RECORDS AND ACCOUNTS

1. The Contractor shall keep and maintain a separate and distinct set of records and books of account together with all related memoranda, supporting documents and correspondence, showing all allowable costs incurred, revenues earned, fixed fee accruals and the use and disposition of all Government-owned property coming into the possession of the Contractor under this contract. The Contractor shall accurately record its financial transactions hereunder in said records and books of account. The system of accounts employed by the Contractor shall be in accordance with generally accepted accounting principles and subject to the approval of the Commission.

2. Except to the extent, if any, otherwise approved by the Commission, all records, books of account, memoranda, supporting documents and correspondence referred to in paragraph 1 above

- (i) shall be the property of the Government
- (ii) shall be kept and maintained at the principal site of the work referred to in paragraph 1 of Article II, SITE OF THE WORK;
- (iii) shall be subject to audit and inspection by the Commission at all reasonable times and the Contractor shall afford the Commission proper facilities for such inspection and audit; and
- (iv) shall be delivered to the Government or otherwise disposed of by the Contractor either as the Commission may from time to time direct during the progress of the work or in any event as the Commission shall determine upon completion or termination of this contract and final audit of all accounts hereunder.

3. All records in the possession of the Contractor related to this contract, except those referred to in paragraph 1 above, and in Article XVI, SCIENTIFIC AND TECHNICAL DATA, shall be preserved by the Contractor without additional compensation therefor, for a period of five (5) years after final settlement of the contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor. The Government shall at all reasonable times have the right to examine, make copies of, and borrow said records, at no cost to the Government; provided, however, that

except as otherwise agreed upon by the Government and the Contractor all such records which bear a security classification at the time of completion or termination of the work set forth in Article I, SCOPE OF THE WORK, or at the time of the expiration of this contract, shall become the property of the Government at such time and shall thereafter be delivered to the Government or otherwise disposed of by the Contractor as the Commission shall determine and provided further that neither this paragraph nor any other provision of this contract shall be deemed to require the Contractor at its unallowable cost to store or preserve records which bear a security classification.

ARTICLE IX - PROCUREMENT AND SUBCONTRACTS

1. Approvals

a. The Contractor shall not enter into any subcontract without the written approval of the Commission of its terms and conditions. For the purposes of this paragraph, a subcontract is defined as any contractual arrangement (whether or not in the form commonly referred to as a "purchase order") with a third party for the performance of a specific part of the work to be performed under this contract, which arrangement is specifically made for such performance and the cost of which is, apart from the provisions of this paragraph, an allowable cost under this contract, except, however, arrangements covering (i) the furnishing of a basic raw material, (ii) the furnishing of a standard commercial or catalog item, or (iii) the employer-employee relation.

b. The Commission reserves the right, from time to time, by written notice from the Commission to the Contractor (i) to make any or all other commitments or classes of commitments hereunder (other than the contractual arrangements referred to in a. above) subject to, and to require their submission for, Commission approval, and (ii) to make any or all methods, practices, and procedures used or proposed to be used in effecting all arrangements and commitments hereunder subject to, and to require their submission for, Commission approval. In this regard, the Contractor agrees to prepare and submit to the Commission for review, within thirty (30) days after the execution of this contract (or any extension thereof approved in writing by the Commission), written statements of the daily procurement practices and procedures to be used and of the objectives intended to be accomplished by such practices and procedures. The Contractor will not use any procurement procedures prohibited by this contract or which the Commission has advised the Contractor are contrary to Commission policy.

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c. The Contractor shall obtain the prior written approval of the Commission before (i) purchasing motor vehicles, airplanes, typewriters, printing equipment, helium or alcohol, (ii) leasing, purchasing, or otherwise acquiring real property, (iii) procuring any item or service on a cost, cost-plus-fee or 'time and materials' basis, (iv) purchasing any item which the Commission specifies is to be obtained from indicated Government sources, and (v) purchasing any item at a cost in excess of \$2,000.00, where payment for the cost of any action specified in (i) through (v) will be claimed hereunder.

2. Writing; Terms: The Contractor shall reduce to writing, unless this provision is waived in writing by the Commission, every subcontract or other commitment in excess of One Hundred Dollars (\$100.00) made by it for the purpose of its undertakings hereunder, except contracts covering the employer-employee relation (but not excepting contracts with consultants); insert therein a provision that such commitment is assignable to the Government; insert therein all other provisions required by law or expressly required by the provisions of this contract; and make all such commitments in its own name and not bind or purport to bind the Government or the Commission thereunder.

3. Procurement from Government Sources: From time to time, by separate instrument or instruments, the Contractor may be duly authorized to act as agent for and on behalf of the Government or the Commission respecting (i) the making of procurements in and for performance under this contract from so-called Government sources such as Federal Supply Schedule commercial sources, Armed Services Petroleum Purchasing Agency, Federal Prison Industries, Inc. and Federal Supply Service, and (ii) the issuing of tax exemption certificates pertinent to such procurements. The action so authorized shall be deemed to be within the scope of the Contractor's allowable cost of work performance under this contract.

ARTICLE X - CONDUCT OF THE WORK, INSPECTION AND REPORTS

1. In performing the work called for under this contract, the Contractor

- (i) shall utilize its best efforts, know-how and ability;
- (ii) shall utilize its best efforts to have the work executed in the most workmanlike manner by qualified, careful and efficient workers in strict conformity with the best standard practices (subject to the directions of the Commission);
- (iii) shall utilize its best efforts to provide sufficient technical, supervisory, administrative and other personnel to insure the prosecution of the work in accordance with pertinent production or other progress schedules;

- (iv) shall, if in the opinion of the Commission the Contractor falls behind any pertinent production or other progress schedule, use its best efforts to take such steps to improve its progress as the Commission may direct; and
- (v) shall, if in the opinion of the Commission, the Contractor's personnel or other reimbursable costs are excessive for the proper performance of this contract, make such prospective reductions thereof as the Commission may direct.

Question 3

2. The work of this contract is subject to (i) the general supervision of the Commission, and (ii) the Commission authorizations, approvals and directions otherwise provided for in this contract. The Contractor shall proceed in the performance of this contract and shall place emphasis (or relative emphasis) on the various phases of the work of said contract, as and to the extent requested by the Commission from time to time. The Commission shall have the right to inspect in such manner and at such times as it deems appropriate, all activities of the Contractor in, or related to the course of the work under this contract.

3. The Contractor shall keep the Commission fully advised of its progress hereunder and of the difficulties, if any, which it experiences and shall prepare and submit to the Commission, in such quantity and form as may be directed by the Commission

- (i) monthly progress reports,
- (ii) interim technical reports on completion of specific phases of the work,
- (iii) production schedules, financial and cost reports, construction completion reports and such other special reports as may be requested by the Commission from time to time, and
- (iv) a final report summarizing its activities, findings, and conclusions.

4. The Contractor shall appoint from its staff an over-all director of the work of this contract. The selection and continued assignment to said work of this director shall be subject to the approval of the Commission.

ARTICLE XI - CONSTRUCTION, ALTERATION OR REPAIR WORK

1. The Contractor shall not perform or have performed under this contract any construction, alteration or repair work in excess of One Thousand Dollars (\$1,000.00), including painting and decorating, without the prior written approval of the Commission.

2. In the event that the Contractor, under this contract, performs or has performed, construction, alteration or repair work, including painting and decorating, which work is within the scope of the Davis-Bacon Act (Act of March 3, 1931, c.411, Sec. 1, 46 Stat. 1494, as amended; 40 U. S. Code 276 (a) et seq.), the following provisions shall apply to such work:

a. All mechanics and laborers employed or working upon the site of the work, or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Anti-Kickback Regulations (29 C.F.R. Part 3)), the full amounts due at the time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor, to be furnished to the Contractor by the Commission and which will be attached to Appendix "A" and made a part thereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers.

b. The Commission may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the Commission may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. (1) Payroll records will be maintained during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work, or under the Housing Act of 1949 in the construction or development of the project. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

(c) The Contractor will submit weekly a certified copy of all payrolls to the United States Atomic Energy Commission if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the certified payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Commission. The certification will affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. The Contractor will make his employment records available for inspection by authorized representatives of the Commission and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

d. Apprentices will be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee (on Apprenticeship, U. S. Department of Labor;) or if no such recognized Council exists in a State, under a program registered with the Bureau of Apprenticeship, U. S. Department of Labor.

e. The Contractor will comply with the regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 13, 1934, 48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. 874, 40 U.S.C. 276 b, c, and any amendments or modifications thereof, will cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and will be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

f. The Contractor will insert in each of its subcontracts the provisions set forth in stipulations (a), (b), (c), (d), (e) and (g) hereof, and such other stipulations as the Commission may by appropriate instructions require.

g. A Breach of stipulations (a) through (f) may be grounds for termination of the contract.

ARTICLE XII - EIGHT-HOUR LAW

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this paragraph of the contract. The wages of every laborer or mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For

each violation of the requirements of this paragraph of the contract a penalty of five dollars shall be imposed upon the Contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this paragraph of the contract, and all penalties thus imposed shall be withheld for the use and benefit of the Government; Provided, That this stipulation shall be subject in all respects to the exceptions and provisions of the Eight-Hour Laws as set forth in U. S. Code, Title 40, Sections 321, 324, 325, 325a, and 326, which relate to hours of labor and compensation for overtime.

ARTICLE XIII - DISCLOSURE OF INFORMATION

1. It is understood that unauthorized disclosure of any, or failure to safeguard all, material marked as "Security Information" that may come to the Contractor, or any person under its control, in connection with the work under this contract may subject the Contractor, its agents, and employees to criminal liability under the laws of the United States. See the Atomic Energy Act of 1946, 60 Stat. 755, as amended, Title 42, United States Code, Sec. 1801, et. seq. See also Title 18, United States Code, Secs. 791 to 798, both inclusive, and Executive Order No. 10,104, February 1, 1950, 15 F. R. 597.

2. The Contractor agrees to conform to all security regulations and requirements of the Commission. Except as the Commission may authorize, in accordance with the Atomic Energy Act of 1946, as amended, the Contractor shall not permit any individual to have access to restricted data until the designated investigating agency shall have made an investigation and report to the Commission on the character, associations, and loyalty of such individual, and the Commission shall have determined that permitting such person to have access to restricted data will not endanger the common defense and security. As used in this paragraph the term "designated investigating agency" means the United States Civil Service Commission or the Federal Bureau of Investigation, or both, as determined pursuant to the provisions of the Atomic Energy Act of 1946, as amended by the Act of April 5, 1952, Public Law 298, 82nd Congress, 66 Stat. 43. The term "restricted data" as used in this paragraph means all data concerning the manufacture or utilization of atomic weapons, the production of fissionable material, or the use of fissionable material in the production of power, but shall not include any data which the Commission from time to time determines may be published without adversely affecting the common defense and security.

3. Except as otherwise authorized in writing by the Commission, the Contractor shall insert in all agreements, made pursuant to the provisions of this contract which may involve security information, the provisions of paragraphs 1 and 2 of this Article.

ARTICLE XIV - DISPUTES

Except as otherwise specifically provided in this contract, all disputes between the parties which may arise under, or in connection with, any part of this contract, prior to final payment, and which are not disposed of by mutual agreement, shall be decided by a representative of the Commission, duly authorized to supervise and administer performance of the undertakings hereunder, who shall reduce his decision to writing and mail a copy of said decision to the Contractor; said decision shall be final and conclusive on the parties hereto, subject to the right of the Contractor to appeal, as provided for in the sentence next following. Within thirty days from the mailing of said decision, the Contractor may appeal, in writing, to the Commission, whose written decision thereon, or that of its duly authorized representative, representatives, or Board (but not including the Commission representative mentioned in the first sentence of this Article), duly authorized to determine such an appeal, shall be final and conclusive on the parties hereto. If any such dispute arises during performance by the Contractor of its undertakings hereunder, the Contractor shall diligently proceed with the performance of its undertakings under this contract, pending the decision of such dispute.

ARTICLE XV - SECURITY ACTION

Upon notice from the Commission that such action is considered to be in the interests of the common defense and security, the Contractor shall (i) deny any employee or other person access to the site of any contract undertakings or to "restricted data" within the meaning of the Atomic Energy Act of 1946, or (ii) dismiss from its undertakings under this contract any employee or other person.

ARTICLE XVI - SCIENTIFIC AND TECHNICAL DATA

All compilations of scientific and technical data (including, but not limited to, reports, notes, drawings, designs, specifications and memoranda) furnished or prepared by the Contractor pursuant to, or developed in connection with, the Contractor's undertakings under this contract, shall be property of the Government and the Government shall have the right to use such material in any manner and for any purpose without any claim on the part of the Contractor for additional compensation therefor. All provisions of paragraphs 4, 5, 6, 7, 8 and 9 of Article V relating to Government property are applicable to such material.

ARTICLE XVII - SOURCE AND FISSIONABLE MATERIALS

The Contractor agrees to conform to all regulations and requirements of the Commission with respect to accounting for source and fissionable materials (defined in the Atomic Energy Act of 1946).

ARTICLE XVIII - GUARD AND FIRE FIGHTING FORCES

In connection with its work under this contract, the Contractor shall provide such guard or fire fighting forces, with such uniforms and equipment, as the Commission may from time to time require or approve. The cost thereof shall be deemed to be allowable costs under paragraph 3 of Article IV hereof.

ARTICLE XIX - BONDS AND INSURANCE

1. Except as otherwise specifically provided, the Contractor shall exert all reasonable efforts to procure and maintain such bonds and insurance policies as are (i) required by law, or (ii) required by the Commission.

2. Except as otherwise directed by the Commission, in every instance where the premium on a bond or insurance policy is an allowable cost under the contract, the bond or insurance policy shall contain endorsements or other recitals (i) excluding, by appropriate language, any claim on the part of the insurer or obligor to be subrogated, on payment of a loss or otherwise, to any claim against the United States, and (ii) providing for at least thirty (30) days prior written notice by registered mail to the United States Atomic Energy Commission of bond or policy cancellation, as the case may be.

ARTICLE XX - STATE AND LOCAL TAXES AND FEES

The Contractor shall notify the Commission of any tax, fee, assessment, duty or other charge asserted in behalf of any State, county, municipality, or any officer, commission, body or subdivision thereof, (i) in connection with property which is or will be Government-owned property covered by Articles V, VIII, and XVI hereof, (ii) in connection with any transaction between the Contractor and the Government, or (iii) in connection with the payments by the Government for the Contractor's performance under this contract, and shall refrain from paying same unless authorized to do so by the Commission. To the extent requested by the Commission, the Contractor (i) shall take steps to cause any such taxes, fees, assessments, duties or other charges to be paid under protest, and (ii) shall cause to be assigned to the Government or its designees, any and all rights to the abatement, refund or other recoupment of such charges paid under protest.

ARTICLE XXI - NON-DISCRIMINATION IN EMPLOYMENT

In connection with the performance of this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin; and further agrees to insert the foregoing provision in all subcontracts hereunder except subcontracts for standard commercial supplies or for raw materials.

ARTICLE XXII - TECHNICAL AND PROFESSIONAL ASSISTANCE

When, in the judgment of the Contractor, the complexity and nature of the contract undertakings are such as to require supplemental expert technical or professional assistance, services or advice in connection with special phases of a technical character, the Contractor may, with the written approval of the Commission, engage or otherwise obtain such supplemental services. Compensation and reimbursement to any consultant engaged pursuant to this article shall be governed by the provisions of Appendix "A" attached hereto except as may otherwise be specifically stated in the contract with such consultant approved by the Commission.

ARTICLE XXIII - ASSIGNMENT

Neither this contract nor any interest therein or claim thereunder shall be assigned or transferred by the Contractor except with the written approval of the Commission.

ARTICLE XXIV - LABOR DISPUTES

Whenever an actual or potential labor dispute interferes or threatens interference with the work of this contract, the Contractor shall immediately inform the Commission of such dispute and of the relevant facts.

ARTICLE XXV - COVENANT AGAINST CONTINGENT FEES

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

2. Unless otherwise authorized by the Commission in writing the Contractor shall cause provisions similar to paragraph 1 above to be inserted in all subcontracts and purchase orders entered into under this contract.

ARTICLE XXVI - CONVICT LABOR

In connection with the performance of this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor. This provision shall not be construed to prevent the Contractor or any

subcontractor from obtaining any of the supplies or any component parts or ingredients to be furnished under this contract or any of the materials or supplies to be used in connection with the performance of this contract, directly or indirectly, from any Federal, state or territorial prison or prison industry, provided, that such articles, materials or supplies are not produced pursuant to any contract or other arrangements under which prison labor is hired or employed or used by any private person, firm or corporation.

ARTICLE XXVII - WALSH-HEALEY ACT

To the extent only that the Walsh-Healey Public Contracts Acts, as amended (41 United States Code 35-45) is applicable to this contract, the following provision shall apply:

There are hereby incorporated by reference, the representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

ARTICLE XXVIII - DOMESTIC ARTICLES

1. Unless the Commission shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, the Contractor, its subcontractors, and all materialmen or suppliers shall use, in the performance of the work, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, or supplies as have been manufactured in the United States substantially all from articles, materials, or supplies, mined, produced, or manufactured, as the case may be, in the United States. The provisions of this paragraph shall not apply if the articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured are not mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of satisfactory quality.

2. Unless otherwise authorized by the Commission in writing, the Contractor shall cause provisions similar to paragraph 1 above to be inserted in all subcontracts and purchase orders entered into under this contract.

ARTICLE XXIX - OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE XXX - RENEGOTIATION

1. This contract shall be deemed to contain all the provisions required by Section 104 of the Renegotiation Act of 1951 (Public Law 9, 82nd Congress).

2. The Contractor agrees to insert the provisions of this paragraph, including this subparagraph 2, in all subcontracts specified in Section 103 (g) of the Renegotiation Act of 1951; provided, that the Contractor shall not be required to insert the provisions of this paragraph in any subcontract excepted by or pursuant to Section 106 of the Renegotiation Act of 1951.

ARTICLE XXXI - SAFETY AND ACCIDENT PREVENTION

The Contractor shall initiate and take all reasonable steps and precautions to protect health and minimize danger from all hazards to life and property, shall make all reports and permit all inspections as required by the Commission, and shall conform to all health and safety regulations and requirements of the Commission.

ARTICLE XXXII - COMPLIANCE WITH LAWS

Except as otherwise directed by the Commission and subject to the provisions of Article XX, STATE AND LOCAL TAXES AND FEES, the Contractor shall procure all necessary permits and licenses; obey and abide by all applicable laws, regulations, ordinances, and other rules of the United States of America, of the State, territory, or political subdivision thereof, wherever the work is done, or of any other duly constituted public authority.

ARTICLE XXXIII - APPENDIX "A"

The Contractor shall abide by the provisions of Appendix "A" of this contract, as the same may be modified from time to time; provided, however, that in the event of conflict between the provisions of said Appendix "A" and the other provisions of this contract, the latter shall prevail.

ARTICLE XXXIX - EXAMINATION OF RECORDS

1. The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract.

2. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under such subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term subcontract as used herein does not include (i) purchase orders not exceeding One Thousand Dollars (\$1,000.00), or (ii) contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

3. Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.

ARTICLE XXXV - CLAIMS AND LITIGATIONS

1. The Contractor shall give the Commission immediate notice of any claim against the Contractor or suit or action filed or commenced against the Contractor, arising out of or connected with the performance of this contract, irrespective of whether or not the cost or expense of such claim, suit or action, is to be borne wholly or in part by the Government hereunder and irrespective of whether the Contractor is insured against any risk which may be involved. The Contractor shall furnish immediately to the Commission copies of all pertinent papers received by the Contractor.

2. Insofar as the following shall not conflict with any policy or contract of insurance, and to the extent requested by the Commission, the Contractor, with respect to any claim, suit or action, the cost and expense of which is or would be an allowable cost as defined in paragraph 2 of Article IV, or the proceeds of which is or would be revenues covered by paragraph 5 f. of Article IV, (i) shall promptly do any and all things to effect an assignment and subrogation in favor of the Government of all the Contractor's rights and claims, except as against the Government, arising from or growing out of any such claim, suit or action, or (ii) shall promptly authorize representatives of the Government to settle, defend, or otherwise handle any such claim,

suit or action and to represent the Contractor in, and take charge of, any litigation resulting therefrom, or (iii) shall diligently handle any such claim, suit or action or defend or initiate any litigation in connection with any such claim, suit or action and in so doing, shall consult with the Commission as to the steps to be taken and shall otherwise endeavor in good faith to subserve the interests of the Government.

3. Subject to the provisions of paragraph 2 above, the Contractor shall diligently handle any claim whatsoever arising out of the performance of this contract and shall promptly defend or initiate any litigation in connection with any such claim, consulting with the Commission as to the steps to be taken.

4. With respect to any claim, matter or litigation arising out of the performance of this contract, the handling of which is undertaken by an insurance carrier or by a representative or representatives of the Government, the Contractor shall furnish all reasonable assistance and cooperation that may be requested by the Commission.

5. "Litigation", for the purposes of this Article, is defined to include proceedings before administrative agencies.

ARTICLE XXXVI - LETTER CONTRACT NO. AT(30-1)-1293

Letter Contract No. AT(30-1)-1293, entered into as of December 10, 1951, hereby is merged with and superseded by this contract.

ARTICLE XXXVII - CONTRACT APPROVAL

This contract is subject to the approval of the Director of the Division of Production of the United States Atomic Energy Commission and shall not be binding unless so approved.

ARTICLE XXXVIII - DEFINITIONS

1. As used in this contract, the terms "United States Atomic Energy Commission", "Atomic Energy Commission", and "Commission" shall mean the United States Atomic Energy Commission or its duly authorized representative or representatives.

2. All references in this contract to Commission or Government approvals, authorizations, directions or notices contemplate and require written action.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

UNITED STATES OF AMERICA

By: UNITED STATES ATOMIC ENERGY COMMISSION

H. B. FRY
MANAGER
NEW YORK OPERATIONS OFFICE

Witnesses:

W. E. Kingston
P.O. Box 59 - Bayside, N.Y.
(Address)

W. F. Rueger
1240 Broadway, N.Y.C.
(Address)

SYLVANIA ELECTRIC PRODUCTS, INC.

By: J. B. Merrill

Title: Vice Pres.

I, J. S. LEAROLD, certify that I am the SECRETARY of the corporation named as Contractor herein; that J. B. MERRILL who signed this contract on behalf of the Contractor was then VICE PRES. of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation.

J. S. Learold
Secretary

(Corporate Seal)

The above contract, AT(30-1)-1293, with Sylvania Electric Products, Inc., is hereby approved.



Director, Division of Production
United States Atomic Energy Commission

Date: 3/10/, 1953

File

Aug. 10, 1953

This document consists of 33 pages.
No. 12 of 12 copies, Series 4.

CONTRACT NO. AT(30-1)-1293

CONTRACT

CONTRACTOR AND ADDRESS:

SILVANIA ELECTRIC PRODUCTS, INC.
1740 Broadway
New York, New York

CONTRACT FOR:

RESEARCH AND DEVELOPMENT

TERM OF CONTRACT:

December 10, 1951 to June 30, 1953

→ LIMIT OF GOVERNMENT LIABILITY:

\$3,253,897.00

PAYMENT TO BE MADE BY:

Division of Disbursement,
United States Treasury Department,
New York, New York.
Submit invoices to:
United States Atomic Energy Commission,
P. O. Box 30, Ansonia Station,
New York 23, New York

BASIS OF AWARD:

NEGOTIATION

Priority Rating

In accordance with authority delegated to
the Atomic Energy Commission by the National
Production Authority, this contract is rated
DO-E-2, certified under NPA Regulation 2.

A TRUE COPY

M. M. Murray
Authorized Representative

Authorized Representative

MAILED 11

C-1006

Accession UNN 326-27-007

in C-1006-27-007-007

Date 11/1/53

CC:JCC

July 7, 1954

Sylvania Electric Products, Inc.
P. O. Box 59
Bayside, Long Island, New York

Attention: Mr. E. S. Norris

Subject: CONTRACT NO. AT(30-1)-1293

Gentlemen:

On April 13, 1954 we informed you that your contract would be transferred to the Oak Ridge Operations Office July 1, 1954 as part of an AEC reorganizational adjustment. A change has been made in this plan so that your contract has been transferred to the Savannah River Operations Office as of that date.

The current delegation of authority to Messrs. R. L. Kirk and C. Dunlap as the Commission's authorized representatives for your contract are hereby revoked effective June 30, 1954. The Manager of the Savannah River Operations Office will delegate the Commission's authorized representative beginning July 1, 1954.

Very truly yours,

J. C. Clarke
Deputy Manager

cc: Paul Hagelston, SRDO-
F. Dowling, ORDO

NARA II
ES 326
Accession 4 NN 326-87
AEC Gen Mails D-1
Box 2

11/16/54

TAR H-2

Modification No. 9
 Supplemental Agreement to
 Contract No. AT(30-1)-1293

Question 3

Modification No. 9**CONTRACTOR:**

Sylvania Electric Products, Inc.
 Bayside, Long Island, New York

SUPPLEMENTAL AGREEMENT TO:

Increase the scope of work, extend
 the term of the contract, amend the
 fee payment and provide for patent
 and general indemnity.

	<u>Total</u>	<u>Portion Applicable to Savannah River Operations Office</u>
Previous Direct Cost	\$ 4,761,813	\$ 661,963
This Modification	<u>1,450,795</u>	<u>1,450,795</u>
New Direct Cost	\$ 6,212,608	\$ 2,112,758
Previous Fixed Fee	\$ 209,340	\$ 37,190
This Modification	<u>84,028</u>	<u>84,028</u>
New Fixed Fee	\$ 293,368	\$ 121,218
Total	\$ 6,505,976	\$ 2,233,976
Total Obligated February 2, 1955	\$ 5,909,700	\$ 1,637,700

SROO Response to
 FOIA (SR) - 04-028

Modification No. 9
Supplemental Agreement to
Contract No. AT(30-1)-1293

THIS SUPPLEMENTAL AGREEMENT, effective as of 12:01 o'clock A.M., November 15, 1954, except as otherwise specifically expressed herein, by and between the United States of America (hereinafter referred to as the Government), as represented by the United States Atomic Energy Commission (hereinafter referred to as the Commission), and Sylvania Electric Products, Inc. (hereinafter referred to as the Contractor);

WITNESSETH THAT:

WHEREAS, the Government and the Contractor, as of the 10th day of December 1951, entered into Contract No. AT(30-1)-1293 for the performance by the Contractor of certain research and development work; and

WHEREAS, the parties desire to modify said Contract, as heretofore modified, as hereinafter provided; and

WHEREAS, this supplemental agreement is authorized by the Atomic Energy Act of 1954;

NOW, THEREFORE, Contract No. AT(30-1)-1293, as heretofore modified, is hereby modified further in the following respects:

1. The following new subdivision e is added to paragraph 1 of Article I - SCOPE OF THE WORK:

"e. Effective November 15, 1954, the Contractor shall proceed with the manufacture, testing, inspection and delivery of metal and alloy slugs in accordance with the Contractor's proposal #2 as contained in his letters of November 8 and November 17, 1954, to Hood Worthington, E. I. du Pont de Nemours & Company, Inc. and as further modified by the Contractor's proposal DCF #5527 dated January 11, 1955, accepted by the Commission's letter dated January 14, 1955, from Curtis A. Nelson to E. S. Norris. The aforementioned proposals and letters are made a part hereof by reference."

2. In paragraph 1 of Article III - TERM, EXPIRATION AND TERMINATION, "May 31, 1955" is changed to "June 30, 1956".

3. Paragraph 1 of Article IV - CONSIDERATION is changed to read as follows:

"a. A fixed fee of one hundred seventy-two thousand one hundred fifty dollars (\$172,150) with respect to all of the work and services provided for in subdivisions a and b of paragraph 1 of Article I as authorized in Modification No. 5.

b. A fixed fee of one hundred twenty-one thousand two hundred eighteen dollars (\$121,218) with respect to all of the work and services provided for in subdivisions c, d and e of paragraph 1 of Article I as authorized in Modification Nos. 7, 8 and 9.

c. Payment for allowable costs as hereinafter provided."

4. Subdivision t of paragraph 3 of Article IV - CONSIDERATION is renumbered subdivision u, and the following new subdivision t is added:

"t. All costs involved in the identification, segregation, preparation, and microfilming or dispersal of records determined to be vital under the program outlined in AEC Manual Chapter 0236."

5. Subdivision a of paragraph 5 of Article IV - CONSIDERATION is changed to read as follows:

"a. Payment of the Fixed Fees.

(i) Payment of 90% of the fixed fee of \$172,150 set forth in subdivision a of paragraph 1 of this Article IV shall be made by the Government monthly in amounts based on the percentage of the completion of the work hereunder, as determined from estimates submitted to and approved by the Commission.

(ii) Payment of the fixed fee of \$121,218 set forth in subdivision b of paragraph 1 of this Article IV shall be made in monthly installments as follows:

(a) 90% of a monthly fixed fee of \$3,381 (determined as one-eleventh of \$37,190) shall become due and payable on the last day of each month for the 6½ month period beginning July 1954 and ending January 14, 1955.

(b) 90% of a monthly fixed fee of \$5,671 (determined by prorating \$99,241 over 17½ months) shall become due and payable on the last day of each month for the 17½ month period beginning January 15, 1955 and ending June 1956."

6. Article IV - CONSIDERATION paragraph 5 c is amended by deleting the period at the end of the paragraph and adding the following:

"; provided, however, that the portion of the fixed fee of \$172,150 withheld for work performed under subparagraphs a and b of paragraph 1 of Article I shall be paid to the Contractor upon completion of the work applicable to such fee."

7. Article IV - CONSIDERATION paragraph 6 b (1) is changed to read as follows:

"b (1) The Commission has obligated for this Contract, from obligational authority available to it, the following amounts which may be increased from time to time by the Commission in its discretion by written notice:

(i) \$4,272,000 with respect to the work provided for in subdivisions a and b of paragraph 1 of Article I.

(ii) \$1,637,700 with respect to the work provided for in subdivisions c, d and e of paragraph 1 of Article I."

8. The last line of Article IV - CONSIDERATION paragraph 6 b (4) is amended by substituting "subdivision (2)" for "subdivision d".

9. Subdivision (7) of paragraph 6 b of Article IV - CONSIDERATION is changed to read as follows:

"Except as set forth in Article VII, paragraph 6, and Article XLI, the liability of the Government shall be limited to the Commission's obligation specified in subdivision (1) above, as may be increased by the Commission by notice to the Contractor in writing."

10. The following changes are made in Article VII - PATENTS:

a. Paragraph 1, line 12, substitute "special nuclear" for "fissionable".

b. Paragraph 2, line 2, substitute "Atomic Energy Acts of 1946 and 1954" for "Atomic Energy Act of 1946".

c. Paragraph 5, line 9, substitute "special nuclear" for "fissionable".

d. Paragraph 5, line 10, substitute "special nuclear" for "fissionable".

e. The following new paragraph is added:

"6. (a) Except as otherwise stipulated in writing by the Commission, or as provided in paragraphs (b) and (e) below, the Contractor agrees to indemnify the Government, its officers, agents, servants and employees against liability (including but not limited to reasonable costs and expenses incurred) arising from the infringement or the alleged infringement of any Letters Patent (not including liability arising pursuant to Section 183, Title 35 (1952) U. S. Code, prior to issuance of Letters Patent)

occurring in the performance of this contract, or arising by reason of sale to, or purchase by, or disposal by, or for the account of the Government of items manufactured or supplied under this contract.

(b) With respect to infringement or alleged infringement necessarily resulting from the Contractor's compliance with written specifications or provisions given by the Commission for components which are not standard commercial products of the Contractor or resulting from specific written instructions given by the Commission for the purpose of directing a manner of performance of the contract not normally utilized by the Contractor, the Government agrees to hold the Contractor harmless from liability arising from such infringement or alleged infringement of any United States Letters Patent in view of the following facts:

- (1) The Contractor has not made an investigation as to the possibility of patent infringement,
- (2) The Government and the Contractor desire to avoid the delay incident to a patent investigation, and
- (3) The Contractor has not included in its price any provision for the settlement of possible patent claims;

provided, however, that with respect to procurements undertaken on or after the date of actual execution of this Modification, except as otherwise directed by the Commission, the Contractor will secure indemnification from suppliers or vendors of standard commercial products. The Contractor, to the extent that it can extend such aforesaid indemnification from suppliers or vendors, agrees to so extend this indemnification to the Government.

(c) Except as otherwise directed by the Commission in writing, the Contractor, with respect to claims and actions involving liabilities against which it is held harmless by the Commission, shall give prompt notice in writing to the Commission of any such claims and actions of which it has notice and shall furnish promptly to the Commission copies of all pertinent papers received by the Contractor with respect to any such action or claim. If required by the Commission, the Contractor shall with respect to such actions or claims (at the Government's expense, by proper arrangement) assist the Government in the settlement or defense of such action or claim and shall furnish such evidence in its possession as may be required by the Government in the settlement or defense of such action or claim.

(d) The obligation of the Commission to the Contractor on claims or actions involving liability against which the Commission

is indemnified by the Contractor under the terms of this contract shall be identical with the obligations of the Contractor to the Commission under subparagraph (c) above with respect to claims or actions involving liability against which the Contractor is held harmless by the Commission. In such situations, the Contractor shall be given full opportunity to participate in the defense against such claims and actions.

(e) However, anything to the contrary notwithstanding, the Contractor assumes no liability consequential or otherwise for, and the Government agrees to hold the Contractor harmless against liability (including but not limited to reasonable costs and expenses incurred) for infringement or alleged infringement by reason of the use of the completed product in combination with other items or materials or in the operation of any process."

11. Article XIII is deleted and the following is substituted:

"ARTICLE XIII - DISCLOSURE OF INFORMATION

1. Contractor's Duty to Safeguard Restricted Data. In the performance of the work under this contract the Contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding Restricted Data and other classified matter and protecting against sabotage, espionage, loss and theft, the classified documents, materials, equipment, processes, etc., as well as such other material of high intrinsic or strategic value as may be in the Contractor's possession in connection with performance of work under the contract. Except as otherwise expressly provided in the specifications the Contractor shall upon completion or termination of this contract transmit to the Commission any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract.

2. Regulations. The Contractor agrees to conform to all security regulations and requirements of the Commission.

3. Definition of Restricted Data. The term "Restricted Data" as used in this Article, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954.

4. Security Clearance of Personnel. Except as the Commission may authorize, in accordance with the Atomic Energy Act of 1954, the Contractor shall not permit any individual to have access to Restricted Data until the designated investigating agency shall have made an investigation and report to the Commission on the

character, associations, and loyalty of such individual and the Commission shall have determined that permitting such person to have access to Restricted Data will not endanger the common defense or security. As used in this paragraph the term 'designated investigating agency' means the United States Civil Service Commission or the Federal Bureau of Investigation, or both, as determined pursuant to the provisions of the Atomic Energy Act of 1954.

5. Criminal Liability. It is understood that disclosure of information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data or any top secret, secret, or confidential matter that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, his agents, employees, and subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, 68 Stat. 919), (See also Executive Order 10104 of February 1, 1950, 15 F. R. 597.)

6. Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

12. Article XXI is deleted and the following is substituted:

"ARTICLE XXI - NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the nondiscrimination clause. The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

13. ARTICLE XXVIII - DOMESTIC ARTICLES is deleted and the following is substituted:

"ARTICLE XXVIII - BUY AMERICAN ACT

The Contractor agrees that there will be delivered under this contract only such unmanufactured articles, materials and supplies

(which term "materials and supplies" is hereafter referred to in this clause as "supplies") as have been mined or produced in the United States, and only such manufactured supplies as have been manufactured in the United States substantially all from supplies mined, produced, or manufactured, as the case may be, in the United States. The foregoing provisions shall not apply (i) with respect to supplies exempted by the Commission from the application of the Buy American Act (41 U.S.C. 10a-d), (ii) with respect to supplies for use outside the United States, or (iii) with respect to the supplies to be delivered under this contract which are of a class or kind determined by the Commission not to be mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or (iv) with respect to such supplies, from which the supplies to be delivered under this contract are manufactured, as are of a class or kind determined by the Commission not to be mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, provided that this exception (iv) shall not permit delivery of supplies manufactured outside the United States if such supplies are manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality."

14. Effective July 1, 1954, immediately following Article XL add a new Article XLI to read as follows:

"ARTICLE XLI - INDEMNITY

Notwithstanding any other provisions of this contract, it is agreed that the Contractor shall not be liable for, and the Government shall, subject to the availability of funds, indemnify and hold the Contractor harmless against, any and all loss or damage (including but not limited to personal injury, disease or death of persons, or damage to property), and any and all expense in connection therewith or in connection with alleged loss or damage (including but not limited to the expense of litigation), arising out of, based on, or caused by radioactive, toxic, explosive or other hazardous properties of source, special nuclear, or radioactive materials, or products or by-products therefrom, which the Contractor may use, possess or otherwise handle under or in connection with this contract, whether or not any director, officer, employee, or agent of the company is responsible therefor; provided, however, that this obligation of the Government shall apply only in those instances where loss or damage, and expense in connection therewith or in connection with alleged loss or damage, is not due to or caused by gross negligence or bad faith on the part of any officer of the Contractor, or on the part of any representative or employee of the Contractor exercising the powers, responsibilities and duties normally exercised by the plant manager having direction or supervision of the work

by the *due to*

undertaken by the Contractor hereunder, nor caused by wilful or grossly negligent failure to follow procedures and standards approved and transmitted to the Contractor by the Commission for the use, possession or other handling of source, special nuclear, or radioactive materials, or products or by-products therefrom, on the part of any of the aforescribed Contractor personnel. The obligations of the Government under this Article shall apply only to the extent that the Contractor is not covered and made whole by insurance; provided, however, that said obligations shall not apply to any loss or damage, or any expense in connection therewith or in connection with alleged loss or damage, if, and to the extent that, the Contractor is covered by insurance with regard to such loss or damage, or such expense in connection therewith or in connection with alleged loss or damage, but is not so made whole by said insurance because of some intentional misrepresentation by the Contractor in the obtainment of said insurance or by some breach by the Contractor of the terms and/or conditions of said insurance or of some other act or failure to act on the part of the Contractor as respects said insurance. The Contractor represents that it is presently maintaining, and the extent of the liability of the Government under this Article is limited in any event to the excess over, the following insurance coverage, as such coverage has been reduced by loss or damage, and expense in connection therewith or in connection with alleged loss or damage, prior to the date of loss or damage, or expense in connection therewith or in connection with alleged loss or damage, indemnified against hereunder, where such reduction has not been reinstated in accordance with the Contractor's normal insurance practice, all of the foregoing being on the basis of the aforesaid coverage being embraced in and covered by the allowance provided for in subparagraph j of paragraph 3 of Article IV hereof, to wit:

1. Fire, smoke, storm, and hail insurance; and similar property insurance policies on the Contractor's Hicksville Plant and on all property of the Contractor therein, in dollar amounts sufficient to provide at least actual cash value coverage at all times.
2. Public liability insurance against damages to persons and properties of employees of the Contractor (except for workmen's compensation insurance) or of third persons, at the Contractor's Hicksville Plant or resulting from the Contractor's operations therein, in these dollar amounts: One Million Dollars (\$1,000,000) per person and per accident respecting personal injuries and One Million Dollars (\$1,000,000) respecting property damage.

3. Insurance against damages to motor vehicles, not Government-owned, used by the Contractor in connection with the work provided for in Article I of this contract and against damages to persons and property resulting from operation by the Contractor and its employees of motor vehicles in connection with said work, in these dollar amounts; One Million Dollars (\$1,000,000) per person and per accident respecting personal injuries and One Million Dollars (\$1,000,000) respecting property damage.
4. The parties agree that a minimum of the insurance covered by subparagraphs 1, 2 and 3 of this Article XLI was in force prior to this modification to this contract and that the cost thereof is included in the rental charge for the use of the Contractor's Hicksville Plant as provided for in subparagraph j of paragraph 3 of Article IV. The parties further agree that the Contractor shall be reimbursed by the Commission for any additional cost of such insurance over and above the cost of such insurance at the date of this modification, including but not limited to the cost of obtaining additional insurance to reinstate, in accordance with the Contractor's normal insurance practice, the minimum coverages provided for in subparagraphs 1, 2 and 3 above if any of such minimum coverages has been reduced by loss or damage, or expense in connection therewith or in connection with alleged loss or damage, arising from, based on, or caused by work under or in connection with this contract. However, such additional cost as is due to increase in premiums for reasons other than reinstatement of the aforescribed minimum coverages shall be reimbursed only to the extent that such additional cost is occasioned solely as a result of the use, possession, or other handling of source, special nuclear, or radioactive materials, or products or by-products therefrom, that may be involved in the performance of the work under this modification to this contract.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement.

Witnesses as to signature of Contractor:

Jennie L. Bronthers
30-14 15 St. - Flushing, N.Y.
 (Address)

Beatrice E. Kalmus
199-04 24 Road, Bayside, N.Y.
 (Address)

UNITED STATES OF AMERICA

By [Signature]
 Manager
 (Title)

United States Atomic Energy Commission

Date: May 12, 1955

SYLVANIA ELECTRIC PRODUCTS, INC.

By [Signature]
 W. E. Kingston
 General Manager, Atomic Energy Division
 (Title)

Date: April 29, 1955

I, J. M. Dwyer, certify that I am the President
Secretary of the corporation named as Contractor herein; that W. E. Kingston
Kingston who signed this modification on behalf of the Contractor
 was then General Manager, Atomic Energy Div. of said corporation; that said
 modification was duly signed for and on behalf of said corporation by authority
 of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of said corporation.

[Signature]

(Corporate Seal)

Question 3

Note: Entire doc responsive

SYLVANIA ELECTRIC PRODUCTS, INC.

PRIME CONTRACT AT(30-1)-1293

Contract	Operating Costs & Plant & Equipment	Fixed Fee	Total Obligation
Original	\$ 3,133,897	\$ 120,000	\$ 3,253,897
Modification 1	736,103	No Change	3,990,000
Modification 2	No Change	No Change	3,990,000
Modification 3	No Change	No Change	3,990,000
Modification 4	No Change	No Change	3,990,000
Modification 5	229,850	52,150	4,272,000
Modification 6	No Change	No Change	4,272,000
Modification 7	99,500	No Change	4,371,500
Modification 8	562,463	37,190	4,971,153
<i>Mod 9</i>	\$ 4,761,813 <u>1,450,795</u> 6,212,608	209,340 <u>84,028</u> 293,368	4,971,153 7,544,693 6,505,976

SUMMARY OF NYOO AND SROO OBLIGATIONS UNDER THIS CONTRACT

NYOO

(Including original contract, Modifications 1 thru 6)

Operating Costs & Plant & Equipment	Fixed Fee	Total Obligation
\$ 4,099,850	172,150	4,272,000 ✓

SROO

(Includes Modifications 7 & 8)

\$ 661,963 ⁽¹⁾	37,190	699,153 ⁽²⁾
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Commission Obligation
Under The Contract

\$ 4,761,813	209,340	4,971,153
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(1) Included in this figure is an estimated \$30,000 for plant and equipment.

(2) : An estimated amount of \$50,000 for Commission furnished material is not included in amount obligated under the contract.

Modification No. 9
 Supplemental Agreement to
 Contract No. AT(30-1)-1293

Modification No. 9

CONTRACTOR: Sylvania Electric Products, Inc.
 Bayside, Long Island, New York

SUPPLEMENTAL AGREEMENT TO: Increase the scope of work, extend
 the term of the contract, amend the
 fee payment and provide for patent
 and general indemnity.

	<u>Total</u>	<u>Portion Applicable to Savannah River Operations Office</u>
Previous Direct Cost ,	\$ 4,761,813	\$ 661,963
This Modification	<u>1,450,795</u>	<u>1,450,795</u>
New Direct Cost	\$ 6,212,608	\$ 2,112,758
 Previous Fixed Fee	 \$ 209,340	 \$ 37,190
This Modification	<u>84,028</u>	<u>84,028</u>
New Fixed Fee	\$ 293,368	\$ 121,218
 Total	 \$ 6,505,976	 \$ 2,233,976
 Total Obligated February 2, 1955	 \$ 5,909,700	 \$ 1,637,700

Modification No. 9
Supplemental Agreement to
Contract No. AT(30-1)-1293

THIS SUPPLEMENTAL AGREEMENT, effective as of 12:01 o'clock A.M., November 15, 1954, except as otherwise specifically expressed herein, by and between the United States of America (hereinafter referred to as the Government), as represented by the United States Atomic Energy Commission (hereinafter referred to as the Commission), and Sylvania Electric Products, Inc. (hereinafter referred to as the Contractor);

WITNESSETH THAT:

WHEREAS, the Government and the Contractor, as of the 10th day of December 1951, entered into Contract No. AT(30-1)-1293 for the performance by the Contractor of certain research and development work; and

WHEREAS, the parties desire to modify said Contract, as heretofore modified, as hereinafter provided; and

WHEREAS, this supplemental agreement is authorized by the Atomic Energy Act of 1954;

NOW, THEREFORE, Contract No. AT(30-1)-1293, as heretofore modified, is hereby modified further in the following respects:

1. The following new subdivision e is added to paragraph 1 of Article I - SCOPE OF THE WORK:

"e. Effective November 15, 1954, the Contractor shall proceed with the manufacture, testing, inspection and delivery of metal and alloy slugs in accordance with the Contractor's proposal #2 as contained in his letters of November 8 and November 17, 1954, to Hood Worthington, E. I. du Pont de Nemours & Company, Inc. and as further modified by the Contractor's proposal DCF #5527 dated January 11, 1955, accepted by the Commission's letter dated January 14, 1955, from Curtis A. Nelson to E. S. Norris. The aforementioned proposals and letters are made a part hereof by reference."

2. In paragraph 1 of Article III - TERM, EXPIRATION AND TERMINATION, "May 31, 1955" is changed to "June 30, 1956".

3. Paragraph 1 of Article IV - CONSIDERATION is changed to read as follows:

"a. A fixed fee of one hundred seventy-two thousand one hundred fifty dollars (\$172,150) with respect to all of the work and services provided for in subdivisions a and b of paragraph 1 of Article I as authorized in Modification No. 5.

b. A fixed fee of one hundred twenty-one thousand two hundred eighteen dollars (\$121,218) with respect to all of the work and services provided for in subdivisions c, d and e of paragraph 1 of Article I as authorized in Modification Nos. 7, 8 and 9.

c. Payment for allowable costs as hereinafter provided."

4. Subdivision t of paragraph 3 of Article IV - CONSIDERATION is renumbered subdivision u, and the following new subdivision t is added:

"t. All costs involved in the identification, segregation, preparation, and microfilming or dispersal of records determined to be vital under the program outlined in AEC Manual Chapter 0236."

5. Subdivision a of paragraph 5 of Article IV - CONSIDERATION is changed to read as follows:

"a. Payment of the Fixed Fees.

(i) Payment of 90% of the fixed fee of \$172,150 set forth in subdivision a of paragraph 1 of this Article IV shall be made by the Government monthly in amounts based on the percentage of the completion of the work hereunder, as determined from estimates submitted to and approved by the Commission.

(ii) Payment of the fixed fee of \$121,218 set forth in subdivision b of paragraph 1 of this Article IV shall be made in monthly installments as follows:

(a) 90% of a monthly fixed fee of \$3,381 (determined as one-eleventh of \$37,190) shall become due and payable on the last day of each month for the 6½ month period beginning July 1954 and ending January 14, 1955.

(b) 90% of a monthly fixed fee of \$5,671 (determined by prorating \$99,241 over 17½ months) shall become due and payable on the last day of each month for the 17½ month period beginning January 15, 1955 and ending June 1956."

6. Article IV - CONSIDERATION paragraph 5 c is amended by deleting the period at the end of the paragraph and adding the following:

"; provided, however, that the portion of the fixed fee of \$172,150 withheld for work performed under subparagraphs a and b of paragraph 1 of Article I shall be paid to the Contractor upon completion of the work applicable to such fee."

7. Article IV - CONSIDERATION paragraph 6 b (1) is changed to read as follows:

"b (1) The Commission has obligated for this Contract, from obligational authority available to it, the following amounts which may be increased from time to time by the Commission in its discretion by written notice:

(i) \$4,272,000 with respect to the work provided for in subdivisions a and b of paragraph 1 of Article I.

(ii) \$1,637,700 with respect to the work provided for in subdivisions c, d and e of paragraph 1 of Article I."

8. The last line of Article IV - CONSIDERATION paragraph 6 b (4) is amended by substituting "subdivision (2)" for "subdivision d".

9. Subdivision (7) of paragraph 6 b of Article IV - CONSIDERATION is changed to read as follows:

"Except as set forth in Article VII, paragraph 6, and Article XII, the liability of the Government shall be limited to the Commission's obligation specified in subdivision (1) above, as may be increased by the Commission by notice to the Contractor in writing."

10. The following changes are made in Article VII - PATENTS:

a. Paragraph 1, line 12, substitute "special nuclear" for "fissionable".

b. Paragraph 2, line 2, substitute "Atomic Energy Acts of 1946 and 1954" for "Atomic Energy Act of 1946".

c. Paragraph 5, line 9, substitute "special nuclear" for "fissionable".

d. Paragraph 5, line 10, substitute "special nuclear" for "fissionable".

e. The following new paragraph is added:

"6. (a) Except as otherwise stipulated in writing by the Commission, or as provided in paragraphs (b) and (e) below, the Contractor agrees to indemnify the Government, its officers, agents, servants and employees against liability (including but not limited to reasonable costs and expenses incurred) arising from the infringement or the alleged infringement of any Letters Patent (not including liability arising pursuant to Section 183, Title 35 (1952) U. S. Code, prior to issuance of Letters Patent)

occurring in the performance of this contract, or arising by reason of sale to, or purchase by, or disposal by, or for the account of the Government of items manufactured or supplied under this contract.

(b) With respect to infringement or alleged infringement necessarily resulting from the Contractor's compliance with written specifications or provisions given by the Commission for components which are not standard commercial products of the Contractor or resulting from specific written instructions given by the Commission for the purpose of directing a manner of performance of the contract not normally utilized by the Contractor, the Government agrees to hold the Contractor harmless from liability arising from such infringement or alleged infringement of any United States Letters Patent in view of the following facts:

- (1) The Contractor has not made an investigation as to the possibility of patent infringement,
- (2) The Government and the Contractor desire to avoid the delay incident to a patent investigation, and
- (3) The Contractor has not included in its price any provision for the settlement of possible patent claims;

provided, however, that with respect to procurements undertaken on or after the date of actual execution of this Modification, except as otherwise directed by the Commission, the Contractor will secure indemnification from suppliers or vendors of standard commercial products. The Contractor, to the extent that it can extend such aforesaid indemnification from suppliers or vendors, agrees to so extend this indemnification to the Government.

(c) Except as otherwise directed by the Commission in writing, the Contractor, with respect to claims and actions involving liabilities against which it is held harmless by the Commission, shall give prompt notice in writing to the Commission of any such claims and actions of which it has notice and shall furnish promptly to the Commission copies of all pertinent papers received by the Contractor with respect to any such action or claim. If required by the Commission, the Contractor shall with respect to such actions or claims (at the Government's expense, by proper arrangement) assist the Government in the settlement or defense of such action or claim and shall furnish such evidence in its possession as may be required by the Government in the settlement or defense of such action or claim.

(d) The obligation of the Commission to the Contractor on claims or actions involving liability against which the Commission

is indemnified by the Contractor under the terms of this contract shall be identical with the obligations of the Contractor to the Commission under subparagraph (c) above with respect to claims or actions involving liability against which the Contractor is held harmless by the Commission. In such situations, the Contractor shall be given full opportunity to participate in the defense against such claims and actions.

(e) However, anything to the contrary notwithstanding, the Contractor assumes no liability consequential or otherwise for, and the Government agrees to hold the Contractor harmless against liability (including but not limited to reasonable costs and expenses incurred) for infringement or alleged infringement by reason of the use of the completed product in combination with other items or materials or in the operation of any process."

11. Article XIII is deleted and the following is substituted:

"ARTICLE XIII - DISCLOSURE OF INFORMATION

1. Contractor's Duty to Safeguard Restricted Data. In the performance of the work under this contract the Contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding Restricted Data and other classified matter and protecting against sabotage, espionage, loss and theft, the classified documents, materials, equipment, processes, etc., as well as such other material of high intrinsic or strategic value as may be in the Contractor's possession in connection with performance of work under the contract. Except as otherwise expressly provided in the specifications the Contractor shall upon completion or termination of this contract transmit to the Commission any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract.

2. Regulations. The Contractor agrees to conform to all security regulations and requirements of the Commission.

3. Definition of Restricted Data. The term "Restricted Data" as used in this Article, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954.

4. Security Clearance of Personnel. Except as the Commission may authorize, in accordance with the Atomic Energy Act of 1954, the Contractor shall not permit any individual to have access to Restricted Data until the designated investigating agency shall have made an investigation and report to the Commission on the

character, associations, and loyalty of such individual and the Commission shall have determined that permitting such person to have access to Restricted Data will not endanger the common defense or security. As used in this paragraph the term 'designated investigating agency' means the United States Civil Service Commission or the Federal Bureau of Investigation, or both, as determined pursuant to the provisions of the Atomic Energy Act of 1954.

5. Criminal Liability. It is understood that disclosure of information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data or any top secret, secret, or confidential matter that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, his agents, employees, and subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, 68 Stat. 919), (See also Executive Order 10104 of February 1, 1950, 15 F. R. 597.)

6. Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

12. Article XXI is deleted and the following is substituted:

"ARTICLE XXI - NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the nondiscrimination clause. The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

13. ARTICLE XXVIII - DOMESTIC ARTICLES is deleted and the following is substituted:

"ARTICLE XXVIII - BUY AMERICAN ACT

The Contractor agrees that there will be delivered under this contract only such unmanufactured articles, materials and supplies

(which term "materials and supplies" is hereafter referred to in this clause as "supplies") as have been mined or produced in the United States, and only such manufactured supplies as have been manufactured in the United States substantially all from supplies mined, produced, or manufactured, as the case may be, in the United States. The foregoing provisions shall not apply (i) with respect to supplies exempted by the Commission from the application of the Buy American Act (41 U.S.C. 10a-d), (ii) with respect to supplies for use outside the United States, or (iii) with respect to the supplies to be delivered under this contract which are of a class or kind determined by the Commission not to be mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or (iv) with respect to such supplies, from which the supplies to be delivered under this contract are manufactured, as are of a class or kind determined by the Commission not to be mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, provided that this exception (iv) shall not permit delivery of supplies manufactured outside the United States if such supplies are manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality."

14. Effective July 1, 1954, immediately following Article XL add a new Article XLI to read as follows:

"ARTICLE XLI - INDEMNITY

Notwithstanding any other provisions of this contract, it is agreed that the Contractor shall not be liable for, and the Government shall, subject to the availability of funds, indemnify and hold the Contractor harmless against, any and all loss or damage (including but not limited to personal injury, disease or death of persons, or damage to property), and any and all expense in connection therewith or in connection with alleged loss or damage (including but not limited to the expense of litigation), arising out of, based on, or caused by radioactive, toxic, explosive or other hazardous properties of source, special nuclear, or radioactive materials, or products or by-products therefrom, which the Contractor may use, possess or otherwise handle under or in connection with this contract, whether or not any director, officer, employee, or agent of the company is responsible therefor; provided, however, that this obligation of the Government shall apply only in those instances where loss or damage, and expense in connection therewith or in connection with alleged loss or damage, is not due to or caused by gross negligence or bad faith on the part of any officer of the Contractor, or on the part of any representative or employee of the Contractor exercising the powers, responsibilities and duties normally exercised by the plant manager having direction or supervision of the work

1. Fire, smoke, storm, and hail insurance, and similar property insurance policies on the Contractor's Hicksville Plant and on all property of the Contractor therein, in dollar amounts sufficient to provide at least actual cash value coverage at all times.
2. Public liability insurance against damages to persons and properties of employees of the Contractor (except for workmen's compensation insurance) or of third persons, at the Contractor's Hicksville Plant or resulting from the Contractor's operations therein, in these dollar amounts: One Million Dollars (\$1,000,000) per person and per accident respecting personal injuries and One Million Dollars (\$1,000,000) respecting property damage.

3. Insurance against damages to motor vehicles, not Government-owned, used by the Contractor in connection with the work provided for in Article I of this contract and against damages to persons and property resulting from operation by the Contractor and its employees of motor vehicles in connection with said work, in these dollar amounts; One Million Dollars (\$1,000,000) per person and per accident respecting personal injuries and One Million Dollars (\$1,000,000) respecting property damage.
4. The parties agree that a minimum of the insurance covered by subparagraphs 1, 2 and 3 of this Article XLI was in force prior to this modification to this contract and that the cost thereof is included in the rental charge for the use of the Contractor's Hicksville Plant as provided for in subparagraph j of paragraph 3 of Article IV. The parties further agree that the Contractor shall be reimbursed by the Commission for any additional cost of such insurance over and above the cost of such insurance at the date of this modification, including but not limited to the cost of obtaining additional insurance to reinstate, in accordance with the Contractor's normal insurance practice, the minimum coverages provided for in subparagraphs 1, 2 and 3 above if any of such minimum coverages has been reduced by loss or damage, or expense in connection therewith or in connection with alleged loss or damage, arising from, based on, or caused by work under or in connection with this contract. However, such additional cost as is due to increase in premiums for reasons other than reinstatement of the aforescribed minimum coverages shall be reimbursed only to the extent that such additional cost is occasioned solely as a result of the use, possession, or other handling of source, special nuclear, or radioactive materials, or products or by-products therefrom, that may be involved in the performance of the work under this modification to this contract.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement.

Witnesses as to signature of Contractor:

Jerome L. Bronthers
30-14 153 St. - Flushing, N.Y.
 (Address)

Beatrice E. Kalmus
199-04 24 Road Bayside, N.Y.
 (Address)

UNITED STATES OF AMERICA

By [Signature]

Manager

(Title)

United States Atomic Energy Commission

Date: May 12, 1955

SYLVANIA ELECTRIC PRODUCTS, INC.

By [Signature]
 W. E. Kingston
 General Manager, Atomic Energy Division
 (Title)

Date: April 29, 1955

I, J. M. Porter, certify that I am the President of the corporation named as Contractor herein; that W. E. Kingston who signed this modification on behalf of the Contractor was then General Manager, Atomic Energy Div. of said corporation; that said modification was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of said corporation.

[Signature]

(Corporate Seal)

Question 3

Modification No. 12
Supplemental Agreement to
Contract No. AT(30-1)-1293

Modification No. 12

CONTRACTOR:

Sylvania Electric Products, Inc.
Bayside, Long Island, New York

SUPPLEMENTAL AGREEMENT TO:

Amend the contract to provide for
work for other Commission offices
or their cost-type Contractors, by
means of an Appendix "C" Agreement.

Modification No. 12
Supplemental Agreement to
Contract No. AT(30-1)-1293

THIS SUPPLEMENTAL AGREEMENT, effective as of 12:01 a.m., November 1, 1955, by and between the United States of America (hereinafter referred to as the Government), as represented by the United States Atomic Energy Commission (hereinafter referred to as the Commission), and Sylvania Electric Products, Inc., (hereinafter referred to as the Contractor);

WITNESSETH THAT:

WHEREAS, the Government and the Contractor, as of the 10th day of December, 1951, entered into Contract No. AT(30-1)-1293 for the performance by the Contractor of certain research and development work; and

WHEREAS, the parties desire to modify said contract, as heretofore modified, as hereinafter provided; and

WHEREAS, this supplemental agreement is authorized by the Atomic Energy Act of 1954;

NOW, THEREFORE, Contract No. AT(30-1)-1293, as heretofore modified, is hereby modified further in the following respects only:

1. Paragraph 2 of Article I - SCOPE OF THE WORK, is renumbered paragraph 3. The following new paragraph 2 is added to Article I.

"2. a. The work provided for in paragraph 1, above, is under the jurisdiction of the Commission's Savannah River Operations Office. This paragraph 2 is concerned only with such other cost-type work (if any) to be performed in the Hicksville plant, whether or not of the same type or character, as provided for in paragraph 1, above, as is agreed to by the Contractor and the Commission, or by the Contractor and a Sponsor (defined as a cost-type contractor of the Commission) with the written approval of the Commission, by execution of the document provided for in Appendix "C". Except to the extent otherwise specifically provided for in this contract, including the documents provided for in Appendix "C", all of the provisions of this contract shall be applicable with respect to work under this paragraph 2.

"b. Except as otherwise authorized by the Commission, it is understood that Commission or Sponsor agreements referred to in this paragraph 2 are the only vehicles whereby the Contractor may perform work as described in a, above, in the Hicksville plant.

"c. Prior to formal initiation of an Appendix "C" agreement with a Sponsor or Commission office, the Contractor shall notify the Commission's Savannah River Operations Office, in writing, of the scope of work and terms of the intended agreement."

2. Subparagraph c of paragraph 1 of Article IV - CONSIDERATION, which reads,

"Payment for allowable costs as hereinafter provided.", is redesignated subparagraph d of said paragraph, and the following new subparagraph c is added to paragraph 1:

"c. With respect to the work provided for in each agreement adding work under paragraph 2 of Article I, the Contractor shall be paid the respective fixed fee stipulated in said agreement."

3. Add the following subparagraph to paragraph 5 of Article IV - CONSIDERATION:

"h. Payment of all costs and fixed fee under any Appendix "C" agreement shall be made to the Contractor by the Commission office or Sponsor executing the agreement in accordance with the provisions of said agreement."

4. Add the following subparagraph to paragraph 6 of Article IV - CONSIDERATION:

"c. The above provisions of this paragraph 6 establishing estimates and obligating funds do not include any work added under paragraph 2 of Article I. In connection with each agreement adding work under paragraph 2 of Article I, the Commission in the case of a Commission agreement, and the Sponsor in the case of a Sponsor agreement, will obligate (if the Commission) or allocate (if a Sponsor) in regard to the work provided for in the said agreement, the sum therein specified."

5. Paragraph 1 of Article VII - PATENTS is amended to read as follows:

"1. Whenever any invention or discovery is made or conceived by the Contractor or its employees in the course of, in connection with, or under the terms of this contract, the Contractor shall furnish the Commission with complete information thereon; and the Commission shall have the sole power to determine whether or not and where a patent application shall be filed; and to determine the disposition of the title and rights under any application or patent that may result; provided, however, that with respect to such inventions or discoveries made or conceived in the course of, in connection with, or under the terms of paragraph 1 of Article I, the Contractor, in any event, shall retain at least a nonexclusive, irrevocable, royalty-free license under said invention, discovery, application, or patent, such license being limited to the manufacture, use and sale for purposes other than use in the production or utilization of special nuclear material or atomic energy. Subject to the license retained by the Contractor, as provided in this Article, the judgment of the Commission on these matters shall be accepted as final; and the Contractor for itself and for its employees, agrees that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Commission.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement as of the day and year first above written:

UNITED STATES OF AMERICA

By: UNITED STATES ATOMIC ENERGY COMMISSION

/s/ R. C. Blair

Witnesses:

/s/ Jennie K. Brouters

RFD 5 - Huntington, N. Y.
(Address)

/s/ Beatrice E. Kalmus

199-04 24 Road, Bayside, N. Y.

SYLVANIA ELECTRIC PRODUCTS, INC.

By: /s/ W. E. Kingston

W. E. Kingston, General Manager

Title: Atomic Energy Division

I, William F. Rueger, certify that I am the Ass't.

Secretary of the corporation named as Contractor herein; that W. E.

Kingston who signed this contract on behalf of the Contractor
General Manager

was then Atomic Energy Div. of said corporation; that said contract was

duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed by hand and the seal of said corporation.

/s/ William F. Rueger

(Corporate Seal)

CONTRACT NO. AT(30-1)-1293
Sponsored Task No. _____

APPENDIX "C"

WORK UNDER PARAGRAPH 2 OF ARTICLE I

AGREEMENT ADDING CERTAIN WORK TO CONTRACT NO. AT(30-1)-1293
BETWEEN THE UNITED STATES OF AMERICA,
AS REPRESENTED BY THE UNITED STATES ATOMIC ENERGY COMMISSION
/OR NAME OF SPONSOR, IF APPLICABLE/
AND SYLVANIA ELECTRIC PRODUCTS, INC.

1. This Agreement between Sylvania Electric Products, Inc. (the "Contractor"), and the United States Atomic Energy Commission represented by (The "Commission"), /or name of Sponsor, if applicable/, adds the following work under paragraph 2 of Article I of the above-identified contract:

DESCRIPTION OF WORK

2. The fixed fee for the work added hereby is \$_____, payable as follows:

3. \$_____ has been obligated [allocated, in case of Sponsor] for the work added hereby. Payment of all costs and the fixed fee shall be made by _____.

4. Except as follows, all of the provisions of said contract are applicable with respect to the work added hereby provided that any exceptions set forth below shall be binding upon the Commission as well as the Contractor and the Sponsor as if the exceptions were specifically incorporated in Contract AT(30-1)-1293.

5. This Agreement is effective as of _____.

UNITED STATES ATOMIC ENERGY COMMISSION
[or name of Sponsor, if applicable]

[In case of Sponsor Agreement,
use following Approval]

By _____

APPROVED:

Title

Name

SYLVANIA ELECTRIC PRODUCTS, INCORPORATED

By _____

Title

Title

SROO LIAISON PERSONNEL FOR PLACING WORK UNDER CONTRACT NO. AT(30-1)-1293
WITH SYLVANIA ELECTRIC PRODUCTS, INC., AT THE HICKSVILLE PLANT

Administrative Division - John V. Vinciguerra, Director

Budget & Finance Division - W. H. Slaton, Director

Security Division - J. Howard Jones, Director

Technical & Production Division - P. J. Hagelston, Chief
Reactor Materials Branch

Draft prepared by
R. A. McFeely
P & C Branch
February 21, 1957

Draft A

1. Name and Address

Sylvania Electric Products, Inc.
Atomic Energy Division
P. O. Box 59
Bayside, New York

Document No. SR A-103

2. Contract Number

This document consists of 6 pages

AT(30-1)-1293

No. 1 of 1 Copies, Series DRAFT

3. Statement of Work

The Contract was transferred to the Savannah River Operations Office from New York Operations Office July 1, 1954.

General Scope

Sylvania manufactures, tests, inspects and delivers to SRP uranium and thorium metal and alloy slugs canned in aluminum jackets.

Scope of Work during 1957

Sylvania Proposal of August 8, 1956 - Incorporated in the Contract by Mod. No. 14

Work Estimate

Mark VII. - Hollow natural uranium

Gross Quantity - 488,600 (approximate number per day - 2,000; per month - 40,000)

Labor	\$710,260	\$1.53	Unit Cost
Materials	701,470	1.51	" "
Overhead	950,470	2.05	" "
Total	\$2,362,200	\$5.09	" "

Stripping
of 100,000
S-Cores

\$173,110 \$1.73 Unit Cost

DEPARTMENT OF ENERGY SAVANNAH RIVER DECLASSIFICATION REVIEW	
1st Review Date <u>4/10/02</u>	Determination (Circle Number)
Authority: <u>ADC</u> <input type="checkbox"/> <u>ADD</u> <input type="checkbox"/>	1. Classification Unchanged
Name: <u>Shellock</u>	2. Classification changed to:
2nd Review Date <u>4/10/03</u>	3. Classification Canceled
Authority: <u>ADD</u>	4. Other: <u>CG-NHP-2</u>
Name: <u>Wm. T. Darden</u>	

UNCLASSIFIED

~~SECRET~~Mark VIII - Solid U-235-Al ~~6-14-57~~

Gross Quantity - 57,750 (approximate number per day - ³¹⁰~~5,000~~; per month - ⁶⁵⁰⁰~~65,000~~)

Labor \$78,020 \$1.37 Unit Cost

Materials 81,600 1.43 " "

Overhead 100,815 1.77 " "

Total \$260,435 \$4.57 " "

Total Estimated Cost \$3,000,230 (including equipment)

Total Fixed Fee 167,842

Rate of Fee to Applicable Base 6%

Sylvania Proposal for additional work during FY 1957, dated September 5, 1956 -
Incorporated in the Contract by Mod. No. 15

	<u>Mark II</u> Solid enriched U-235-Al & Thorium	<u>Mark VIII</u> Solid U-235-Al 6-14-57	<u>Total</u>
Gross Quantity	5,200	4,800	10,000
Direct Labor	\$12,020	\$6,580	\$18,600
Overhead	16,225*	8,495*	24,720
Direct Charges	7,660	6,860	14,520
Total Operating Cost	\$35,905	\$21,935	\$57,840
Fee 6%	2,155	1,315	3,470
Total Cost Plus Fee	\$38,060	\$23,250	\$61,310
Equipment (Polyvinyl Chloride Blower)	900	- -	900
Total	<u>\$38,960</u>	<u>\$23,250</u>	<u>\$62,210</u>

*Overhead computed at 135%, the rate estimated for the period of September and October, 1956.

**Overhead computed at 129%, the rate estimated for March, 1957.

~~SECRET~~

USDOE 017484

~~SECRET~~Anticipated Scope of Work For FY 1958

It is expected that Sylvania will begin canning all Mark VII slugs used at SRP in May 1957. The production quantity will level off to about 20% of the present production rate or about ten thousand slugs per month. This rate is expected to continue through the Calendar Year 1957.

4. Term of Contract

Contract was entered into December 10, 1951, and expires June 30, 1957.

5. Type of Contract

Cost-plus-fixed-fee

The average rate of fixed fee for performance of work under the contract has been 6% of the estimated cost.

6. Amount of Contract

<u>Period</u>	<u>Cost of Work (Exclusive of Fixed Fee)</u>	<u>Fixed Fee</u>	<u>Total</u>
12/10/51 - 6/30/54 (NYOO)	\$3,951,805	\$172,150	\$4,123,955
7/1/54 - 6/30/57 (SROO)	<u>5,534,887</u>	<u>308,734</u>	<u>5,843,621</u>
Total	\$9,486,692	\$480,884	9,967,576

Summary of Contract and Modifications Thereto

	<u>Operating Costs & Plant & Equipment</u>	<u>Fixed Fee</u>	<u>Total</u>
✓ Original	\$ 3,133,897	\$ 120,000	\$3,253,897
Modification 1	736,103	No Change	736,103
Modification 2	No Change	No Change	- - - - -
Modification 3	No Change	No Change	- - - - -
Modification 4	No Change	No Change	- - - - -
Modification 5	229,850	52,150	282,000

~~SECRET~~

Modification 6	No Change	No Change	- - - - -
Modification 7	99,500	No Change	99,500
Modification 8	562,463	37,190	599,653
Modification 9	1,450,795	84,028	1,534,823
Modification 10	(765,114)	(57,146)	(822,260)
Modification 11	410,142	17,000	427,142
Modification 12	No Change	No Change	- - - - -
Modification 13	1,007,901	56,350	1,064,251
Modification 14	3,000,230	167,842	3,167,072
Modification 15	<u>58,740</u>	<u>3,470</u>	<u>62,210</u>
Total	\$9,486,692	\$480,984	\$9,967,576

7. Points of Interest

A portion of the Hicksville Plant (known as Site "B") comprising approximately 5,000 sq. ft. has been released to Sylvania for use in performing outside work. This work will in no way be connected with work under Contract No. AT(30-1)-1293. As a result of releasing this space, reduction/in the month rental rate was obtained. ~~of about \$2,000~~

The Contract was amended by Modification No. 12 to permit Sylvania to perform work for other Commission offices or their cost-type contractors by means of an Appendix "C" Agreement to Contract No. AT(30-1)-1293. No work has been performed under an Appendix "C" Agreement to date.

General

8. Cost Information

A. Payments made to date:

Under NYOO Scope

FY 1952	\$ 607,884
FY 1953	2,395,827
FY 1954	<u>1,106,229</u>
Total	\$4,109,940

Under SROO Scope

FY 1955	\$ 766,122
FY 1956	1,505,929
FY 1957 to	<u>2,007,493</u>
2/18/57	
Total	\$4,279,544

B. Investment in Plant & Equipment	\$1,875,229
Less Reserve for Depreciation	<u>785,603</u>
Net Plant & Equipment as Calendar Year 1/31/57	\$1,089,626

C. Breakdown of Costs for FY 1956 and FY 1957		
	<u>FY 1956</u>	<u>FY 1957 thru 12/31/57</u>
Plant & Equipment	\$ 190,579	\$ 24,505
Operations	<u>1,863,917</u>	<u>1,590,389</u>
Total	\$2,054,496	\$1,622,894

D. Cost of Rental or Occupancy

FY 1955	\$ 57,800
FY 1956	59,495
FY 1957 thru 1/31/57	<u>43,036</u>
Total cost by SROO thru 1/31/57	\$160,331

E. Division Prorate

Contract AT(30-1)-1293 share of indirect cost for procurement, administrative and accounting services incurred by Sylvania AED.

FY 1956	\$172,208
FY 1957 thru 1/31/57	<u>119,118</u>

F. Overhead

<u>Composed of:</u>	<u>FY 1956</u>	<u>FY 1957 to 1/31/57</u>
Indirect Labor	\$133,532	\$ 96,673
Expense Labor	213,430	185,773
Payroll Costs	137,557	121,570
Occupancy	59,495	43,036
Utilities	45,157	29,910
General Plant	50,254	24,203
Indirect Materials	38,064	40,928
Division Prorate	172,208	119,118
G & A Expense	33,230	26,605
O/H Transfer to Site B	- - -	<u>(22,317)</u>
Total Overhead	\$882,927	\$665,499

G. Sylvania Unit Costs

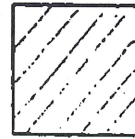
	<u>Type</u>	<u>Operation</u>	<u>Total Cost</u>	<u>Unit Cost</u>	<u>No. Units</u>	<u>Measure</u>
			*			
FY 1956	Mark VII	Drilling	171,244	2.08	82,395	Pounds
	Mark VII	Canning	1,116,195	2.54	439,492	Pounds
	Mark VIII	All Costs	156,828	.26	604,934	Grams U-235
	Mark II	All Costs	148,662	8.10	18,348	Pounds
FY 1957	Mark II	Reclaiming	2,527	.91	2,774	Pounds
	Mark II	Canning	20,706	2.65	7,806	Pounds
	Mark VII	Reclaiming	83,984	.40	212,551	Pounds
	Mark VII	Canning	1,361,752	1.23 ✓	1,104,382	Pounds
	Mark VIII	All Costs	202,774	.18	1,139,444	Grams U-235

* Total Costs and Unit Costs are exclusive of depreciation.

Responsive Record 3.4

TAB L-2

PARKING FIELD

Parking
Field
#3Commercial
ProductionBldg. #9
Storage

Stores

AEC

Cafeteria

Acctg.

AEC
Mach.Bldg. #8
Burning

Security

Bldg. #5
Guard House

Storage

PARKING FIELD
#2

Personnel

Bldg. #3

Medical

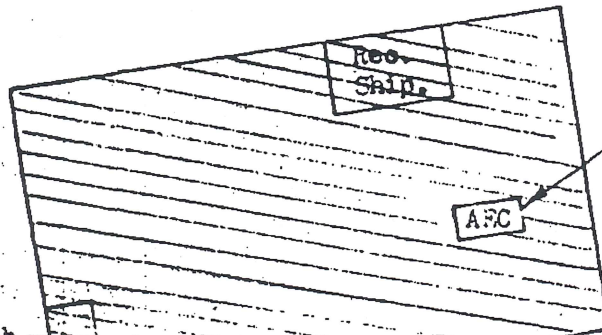
Bldg. #1

AEC Production

Bldg. #6
Oil HouseBldg. #7
Pump House

CONTRACT AT (30-1) 1293
MODIFICATION NO. 21
APPENDIX "D"
REVISED OCTOBER 1, 1961

LAND AND BUILDINGS
SYLOR DIV. SYLVANIA ELEC. PROD. INC.
CANTLAQUE ROAD
HICKSVILLE, NEW YORK



Purch.

Bldg. #4

Commercial Production

Storage

Site A

AEC

Site B
Commercial & Other

UNITED STATES ATOMIC ENERGY COMMISSION
Savannah River Operations Office

Contract - AT-30-1-1293

51 page

Modification No. 29
Supplemental Agreement to
Contract AT(30-1)-1293

SYLVANIA ELECTRIC PRODUCTS INC.

Question 3
Entire doc responsive

CONTRACTOR

Sylvania Electric Products Inc.
Hicksville, Long Island, New York

SUPPLEMENTAL AGREEMENT TO

Amend the scope of work, extend the contract period through September 30, 1962, revise the estimated cost and fixed fee, and completely restate the terms and conditions in one document.

EFFECTIVE DATE

October 1, 1961

RECAPITULATION OF REVISED COSTS AND COMMISSION OBLIGATION

(u)

	<u>SROO</u>	<u>NYOO</u>	<u>TOTAL</u>
Previous Direct Cost (Modification No. 28)	\$15,944,989	\$3,951,805	\$19,896,794
This Modification (Net Increase)	<u>1,761,056</u>	<u>-0-</u>	<u>1,761,056</u>
New Total Direct Cost	\$17,706,045	\$3,951,805	\$21,657,850
Previous Fixed Fee (Modification No. 28)	\$ 918,489	\$ 172,150	\$ 1,090,639
This Modification (Net Increase)	<u>101,460</u>	<u>-0-</u>	<u>101,460</u>
New Total Fixed Fee	\$ 1,019,949	\$ 172,150	\$ 1,192,099
New Total Estimated Cost Through March 31, 1962	<u>\$18,725,994</u>	<u>\$4,123,955</u>	<u>\$22,849,949</u>
Total Amount Obligated As of October 1, 1961	<u>\$18,725,994</u>	<u>\$4,123,955</u>	<u>\$22,849,949</u>

WSRC DECLASSIFICATION REVIEW

1st Review Date: 4/28/87
Authority: ☐ ADC ☒ ADD
Name: R. Collins
2nd Review Date: 4/28/87
Authority: ADD
Name: R. Collins

Determination (Circle one)
1. Classification Changed To
2. Classification Changed To
3. Classification Cancelled
4. Other: C-1-1293-1

A. E. B. FILE COPY

Modification No. 29
Supplemental Agreement to Contract No. AT(30-1)-1293
with
SYLVANIA ELECTRIC PRODUCTS INC.

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Modification No. 29
Supplemental Agreement to
Contract No. AT(30-1)-1293

THIS SUPPLEMENTAL AGREEMENT, entered into this 11th day of January, 1962, effective 12:01 a.m. October 1, 1961, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), as represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter referred to as the "Commission"), and SYLVANIA ELECTRIC PRODUCTS INC. (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, as of the 10th day of December 1951, the Government and the Contractor entered into Contract No. AT(30-1)-1293 for the performance by the Contractor of certain work for the Government involving the use and occupancy of the land and buildings of the Contractor on Cantiague Road in Hicksville, Long Island, New York; and

WHEREAS, said Contract has heretofore been amended from time to time and the parties hereto desire to further amend said Contract and to consolidate into one document all of said amendments which may be applicable to work to be performed by the Contractor after the date of this amendment; and

WHEREAS, the parties desire to modify said Contract as heretofore modified to provide for the performance by the Contractor of an additional scope of work as hereinafter set forth; and

WHEREAS, this Supplemental Agreement is authorized by the Atomic Energy Act of 1954, as amended;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Contract AT(30-1)-1293, as heretofore amended, is hereby modified to read as follows:

(a) On and after the effective date hereof, all rights, duties and activities of the parties with respect to the work hereinafter described shall be governed by the provisions of this Agreement;

(b) The rights and obligations of the parties which have been incurred, or which have accrued or matured under the provisions of the Contract as amended prior to the effective date of this Agreement, shall in no wise be impaired, limited, enlarged or affected by reasons of provisions hereof except to the extent that any specific provision of this Agreement is expressly stated to be retroactive in its application.

ARTICLE I - SCOPE OF THE WORK

1. Beginning October 1, 1961, the Contractor shall proceed with the machining, manufacture, canning, testing, inspection, and delivery of metal and alloy slugs to the Commission and perform other services as required by the Commission, all in accordance with the classified Appendix "B" to this Agreement.

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2. (a) The work to be provided for in paragraph 1 above is under the jurisdiction of the Commission's Savannah River Operations Office. This paragraph 2 is concerned only with such other cost-type work (if any) to be performed at Site A (as defined in Article II below), whether or not of the same type or character as provided in paragraph 1 above, as may be agreed to by the Contractor and the Commission or by the Contractor and the Sponsor (defined as a cost-type Contractor of the Commission) with the written approval of the Commission, by execution of the document provided for in Appendix "C" attached hereto and made a part hereof. Except to the extent otherwise specifically provided for in this Agreement, including the documents provided for in Appendix "C", all provisions of this Agreement shall be applicable with respect to work under this paragraph 2.
- (b) Except as otherwise authorized by the Commission, it is understood that the Commission or Sponsor Agreements referred to in this paragraph 2 are the only vehicles whereby the Contractor may perform work as provided in subparagraph (a) above at Site A.
- (c) Prior to formal initiation of each Appendix "C" agreement with the Sponsor or Commission office, as heretofore provided, the Contractor shall notify the Commission's Savannah River Operations Office in writing of the scope of work and terms of the intended Agreement.
3. The Contractor shall furnish all materials, equipment, facilities, and premises, and all other properties and services requisite to the proper performance of work under this Agreement and shall be reimbursed therefor in accordance with this Agreement, except to the extent that the Government, or, in the case of an Appendix "C" agreement, the Sponsor, or the Commission may elect or may otherwise be expressly obligated to furnish such properties or services.

ARTICLE II - SITE OF THE WORK

1. **Principal Site.** Unless the Commission approves a substitute site in writing and until the date approved by the Commission for such substitution, the principal site for the work under this Agreement shall be referred to as Site A and shall be the land and buildings of the Contractor on Cantiague Road, Hicksville, Long Island, New York, described in the attached drawings marked Appendix "D", revised October 1, 1961, excluding therefrom the space identified in said Appendix "D" and designated as Site A, Site B to include also reasonable rights of ingress and egress.
2. **Alteration at Site A.** The Contractor shall alter the plant and other facilities at Site A to the extent that the Commission considers such alteration necessary to the proper performance of the work.

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3. Transfer of Site. The Contractor agrees not to sell, lease, license, or otherwise transfer ownership or occupancy of any part of its land, buildings, or facilities on (1) Site A, or (2) the areas, together with buildings or facilities thereon, marked in red crosshatch in Appendix "D" of this Agreement without expressly making such sale, lease, license, or other transfer subject to the provisions of subparagraph (d) of paragraph 2. of Article III - TERM, EXPIRATION AND TERMINATION, of this Agreement. The Contractor further agrees that in the event it sells, leases, licenses, or otherwise transfers ownership, occupancy, or possession of any part of its land, buildings, or facilities referred to in this paragraph, it will hold the Government harmless from any and all damage that may result to the Government from such sale, lease, license, or transfer.
4. Non-Contract Activities. The Contractor shall not engage in or permit others to engage in activities at Site A other than activities in the performance of work under this Agreement without the approval of the Commission.

ARTICLE III - TERM, EXPIRATION AND TERMINATION

1. Term. Subject to the provisions of this Article, the period of performance of the work under this Agreement shall end on September 30, 1962; provided, however, that the Government, in its sole discretion, shall have the unilateral right from time to time to extend the period of performance under this Agreement for a consecutive period or periods through September 30, 1964, upon written notice or notices to the Contractor of its intention to extend the Contract for such period or periods. Each such written notice shall identify to the Contractor the scope of work to be performed by the Contractor during the period in which the Contract is to be extended. The amount of fixed fee for each Contract extension shall be mutually agreed upon, and failure to agree thereon shall be deemed to be a dispute as to a question of fact and shall be determined in accordance with the General Provision entitled DISPUTES, hereof. The rights and remedies of the Government for any failure of the Contractor, for reasons beyond its control and which did not result from any act(s) or omission(s) on its part, to agree to any extension of the period or periods of performance provided for in this paragraph shall be limited to the provisions of subparagraph (d) of paragraph 2. of Article III - TERM, EXPIRATION AND TERMINATION.
2. Termination.
 - (a) For Default. The performance of the work under paragraph 1 of Article I and under any or all of the agreements under paragraph 2 of Article I may be terminated by the Commission in whole or in part by reason of the breach by the Contractor of any of the provisions of this Agreement. The performance of the work under any Sponsor Agreement may

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be terminated by the Sponsor in whole or in part by reason of the breach by the Contractor in regard to said work of any of the provisions of this Agreement. Where both reasonable and practicable, in the light of the nature of the breach and its effect on the other party, the Commission, or the Sponsor in the case of a Sponsor Agreement, will give the Contractor written notice of the breach and of its intent to terminate by reasons thereof and the opportunity to cure the default promptly.

(b) For the Convenience of the Government. The performance of the work under Article I of this Agreement or any part of said work may be terminated by the Commission for the convenience of the Government. The performance of the work under any Sponsor Agreement may be terminated by the Sponsor with the approval of the Commission for the convenience of the Government.

(c) Notice of Termination. Termination, under this paragraph, shall be effected by delivery to the Contractor of a written notice of termination, which notice (i) shall specify a date upon which said termination shall become effective, which date shall be at least sixty (60) days after the delivery of said notice; (ii) in the event of a termination in part, shall specify the portion or portions of the work so terminated and the period or periods during which said termination shall be effective; and (iii) shall specify whether said termination is for the default of the Contractor or for the convenience of the Government. Upon receipt of said notice of termination, the Contractor promptly, except as the notice may direct otherwise, shall (i) discontinue all terminated work as soon as is reasonably practicable, if the notice so directs, and in any event by the date specified in said notice of termination; (ii) cease all placing of orders for property or services in connection with the performance of the terminated work; (iii) proceed to the best of its ability to terminate all orders and subcontracts to the extent that they relate to the terminated work; (iv) assign to the Government, in the manner and to the extent directed by the Commission, all the right, title and interest of the Contractor under the terminated portion of the orders and subcontracts so terminated; (v) settle, with the approval of the Commission, or the Sponsor in the case of a Sponsor Agreement, all subcontracts, obligations, commitments and claims related to the terminated work, the cost of which would be allowable in accordance with the provisions of this Agreement; (vi) continue performance of such part of the Agreement work, if any, as shall not have been terminated; and (vii) take such other action with respect to the terminated work as may be required under other articles of this Agreement and, subject to the approval of the Commission, as may be otherwise appropriate including but not limited to action for the protection and preservation of Government property.

(d) Entry by Government After Default.

(1) If, prior to September 30, 1964, performance of all of the work under this Agreement is terminated for the default of the Contractor or the Contractor refuses to agree to any extension of

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the period of performance as provided in paragraph 1. of Article III - TERM, EXPIRATION AND TERMINATION, the Government may enter upon and occupy Site A exclusively for such period of time as it may deem desirable from a time no later than thirty (30) days after the date of such default or after the date of expiration following such refusal through September 30, 1964, but not after September 30, 1964, by paying to the Contractor, for each month of such occupancy of Site A, a monthly charge in full satisfaction of all claims of the Contractor against the Government arising out of said entry, including the Contractor's loss of use of said facilities, except as otherwise provided in paragraph 1. of Article XIX - INDEMNITY, and the fair rental value of said premises and facilities but excluding all other claims arising out of the Government's use and occupancy of said premises and facilities. Said monthly charge shall be 1/12 of the actual annual costs and expenses attributable to Site A, including but not limited to such items as taxes, insurance except workmen's compensation insurance, and such other costs as may be approved by the Commission.

- (ii) After termination for the default of the Contractor and the exercise of the right conferred upon the Government to occupy the premises, as provided in (i) above, the Government may (a) enter upon and have exclusive occupancy of Site A; (b) take possession of all Government property in Site A and, for the period of said occupancy, take possession of all materials, tools, machinery, and appliances in Site A which may be owned by or in possession of the Contractor and used solely in connection with the work under this Agreement; (c) exercise during said occupancy, in its own name and for its own account, all options, privileges and rights belonging to or exercisable by the Contractor in connection with said premises and facilities; and (d) for its own account and for its own use, fabricate, process, and complete, or employ others to fabricate, process, or complete, therein research and development and production work on fuel elements.
- (iii) In addition, the Commission shall, within the limits of its authority, indemnify and hold the Contractor harmless against any damages finally awarded by a court, agency, or board of competent jurisdiction, or settlements made with the consent of the Commission, and against reasonably necessary expenses incident to any action before such court, agency, or board, or to settlement, where such awards and settlements are based on claims by third parties against the Contractor arising out of the Government's use and occupancy of said premises or facilities, or the exercise by the Government of any of the rights or privileges belonging to the Contractor pursuant to this subparagraph (d). Moreover, except as provided in subparagraph (i) above, and except for reasonable wear and tear to such property, the Commission shall also, within the limits of its authority, indemnify and hold the Contractor harmless against physical damage to or physical loss of the Contractor's own property which may arise out of the Government's use and occupancy of said premises and facilities.

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(e) Terms of Settlement. Upon a termination of all or part of the work under this Agreement, full and complete settlement of all claims of the Contractor with respect to the work of this Agreement so terminated shall be made as follows:

- (i) Assumption of Contractor's Obligations. The Government may, at the discretion of the Commission, assume and become liable for all obligations, commitments, and claims that the Contractor may have theretofore in good faith undertaken or incurred in connection with the terminated work, the cost of which would be allowable in accordance with the provisions of this Agreement; and the Contractor shall, as a condition of receiving the payments mentioned in this Article, execute and deliver all such papers and take all such steps as the Commission may require for the purpose of fully vesting in the Government all the rights and benefits of the Contractor under such obligations or commitments.
- (ii) Payment for Allowable Costs. The Government, or the Sponsor in the case of a Sponsor Agreement, shall reimburse the Contractor or allow credit for all allowable costs incurred in the performance of the terminated work and not previously reimbursed or otherwise discharged.
- (iii) Payment for Close-Out Expense. The Government, or the Sponsor in the case of a Sponsor Agreement, shall reimburse the Contractor (a) for such close-out expenses, (b) for such further expenditures as are made after the date of termination for the protection of the Government property, and (c) for such legal and accounting services in connection with settlement, as are required or approved by the Commission, or the Sponsor in the case of a Sponsor Agreement.
- (iv) Payment on Account of Fixed Fees.
 - (a) If the performance of the work under paragraph 1 of Article I or any Appendix "C" Agreement under paragraph 2 of said Article of this Agreement is terminated in whole for the default of the Contractor, no further payment shall be made of fixed fee for any uncompleted part of the work under such paragraph, nor shall any further part of the 10% of the fixed fee for the work under such paragraph, withheld in accordance with Article VI, be paid; provided, however, that the Contractor shall be paid with respect to the terminated work under such paragraph 90% of a sum determined by applying a percentage to the total fee applicable to such work, such percentage to be determined by dividing the amount of work completed under such paragraph (including without limitation preparation and development work thereunder after October 1, 1961) by the total amount of work provided for under such paragraph; provided further that the Contractor shall refund to the Commission,

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or Sponsor if applicable, any fixed fee received for work under such paragraph which is in excess of the amount determined under the preceding formula.

(b) If the performance of the work under this Agreement is terminated in whole for the convenience of the Government, the Contractor shall be paid that portion of the fixed fee applicable to the work under paragraph 1 of Article I and to each Appendix "C" Agreement under paragraph 2 of said Article, respectively, which the work actually completed under each such paragraph and Agreement, respectively, as determined by the Commission, bears to the entire work under each such paragraph and Agreement, respectively, less payments previously made on account of each such applicable fixed fee.

(c) If the performance of the work under paragraph 1 of Article I of this Agreement or under any Appendix "C" Agreement under paragraph 2 of Article I of this Agreement, is terminated in part for the convenience of the Government, the Contractor and the Commission, or the Sponsor if applicable, shall promptly negotiate and agree upon an equitable adjustment of the fixed fee applicable to the terminated portion of the work, and the agreement reached shall be evidenced by a written executed supplemental agreement to this Agreement or the appropriate Appendix "C" Agreement, if applicable. If the Contractor and the Commission, or the Sponsor if applicable, fail to so agree upon such fee adjustment within a reasonable time after such partial termination, failure to agree shall be disposed of in accordance with the General Provision entitled DISPUTES, hereof.

3. Expiration. In the event of expiration of the period of work performance hereunder without prior termination hereof, the Contractor shall (i) discontinue the agreement work under this Agreement at the end of the day of expiration and (ii) take such other action as may be required under other provisions of this Agreement and subject to the approval or ratification of the Commission, as may be otherwise appropriate, including but not limited to action for the protection and preservation of Government property.
4. Claims in Favor of the Government. The obligation of the Government to make any of the payments required by this Article shall be subject to any unsettled claims in connection with this Agreement which the Government may have against the Contractor. Nothing contained in this Article shall be construed to limit or affect any other remedies which the Government may have as a result of a default by the Contractor.
5. Settlement upon Termination or Expiration. Any other provisions of this Agreement to the contrary notwithstanding, the Contractor and the Commission, or the Sponsor if applicable, may agree upon the whole or any part of the

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amount or amounts which the Contractor is to receive upon and in connection with (i) any termination pursuant to this Article or (ii) expiration of the term of this Contract without prior termination thereof. Any agreement so reached shall be evidenced by a written supplemental agreement to this Contract, or Appendix "C" Agreement if applicable, which shall be final and binding upon the parties with regard to their respective claims against each other except as therein otherwise expressly provided.

ARTICLE IV - ESTIMATES OF COST, OBLIGATION OF FUNDS, AND FIXED FEE

1. Estimate of Cost and Fixed Fee. The presently estimated cost of the work under this Contract is \$21,657,850 exclusive of the Contractor's fixed fee. The Contractor's fixed fee, as set forth in paragraph 2, Article V of this Contract, is \$1,192,099. The estimated cost of the work, as described in paragraph 1 of the Article entitled SCOPE OF THE WORK, for the period October 1, 1961, to March 31, 1962, is \$2,044,840, exclusive of the Contractor's fixed fee of \$101,460.
2. Obligation of Funds. The amount presently obligated by the Government with respect to this Contract is \$22,849,949. The amount of obligation under this Contract may be increased unilaterally by the Commission by written notice to the Contractor and may be decreased by written agreement of the parties (whether or not by formal modification of this Contract).
3. Revised Estimate of Cost and Fixed Fee. The presently estimated cost of the work and fixed fee under this Contract may be increased or decreased by written agreement of the parties (whether or not by formal modification of this Contract) and such revised estimate plus the fixed fee shall be deemed substituted in paragraph 1, above.
4. Limitation of Obligation. Payments on account of costs shall not in the aggregate at any time exceed the amount of funds presently obligated hereunder less the Contractor's fixed fee.
5. Notice of Costs Approaching Funds Obligated--Contractor Excused Pending Increase When Obligation is Reached. Whenever the Contractor has reason to believe that the total cost of the work under this Contract (exclusive of the Contractor's fixed fee) will be substantially greater or less than the presently estimated cost of the work the Contractor shall promptly notify the Contracting Officer in writing. The Contractor shall also notify the Contracting Officer in writing when the aggregate of expenditures and outstanding commitments allowable under this Contract, including the Contractor's fixed fee, is equal to ninety per cent (90%) (or such other percentage as the Contracting Officer may from time to time establish by notice to the Contractor) of the amount of funds presently obligated hereunder. When such expenditures and outstanding commitments, including the Contractor's fixed fee, equal one hundred per cent (100%) of such amount the Contractor shall make no further commitments or expenditures (except to meet existing commitments) and shall be excused from further performance of the work unless and until the Contracting Officer thereafter shall increase the funds obligated with respect to this Contract.

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6. Government's Right to Terminate Not Affected. The giving of any notice by either party under this Article shall not be construed to waive or impair any right of the Government to terminate the Contract under the provisions of the Article entitled TERM, EXPIRATION AND TERMINATION.
7. Cost Information. The Contractor shall maintain current cost information adequate to reflect the cost of performing the work under this Contract at all times while the work is in progress, and shall prepare and furnish to the Government such written estimates of cost and information in support thereof as the Contracting Officer may request.
8. Correctness of Estimates Not Guaranteed. Neither the Government nor the Contractor guarantees the correctness of any estimate of cost for performance of the work under this Contract, and there shall be no adjustment in the amount of the Contractor's fixed fee by reason of errors in the computation of estimates or differences between such estimates and the actual cost for performance of the work.
9. Appendix "C" Obligation. The foregoing provisions of this Article establishing estimates and obligating funds do not include any work added under paragraph 2 of Article I. In connection with any agreement adding work under paragraph 2 of Article I, the Commission, in the case of a Commission Agreement, and the Sponsor in case of a Sponsor Agreement, will obligate (if the Commission) or allocate (if the Sponsor) in regard to the work provided for in said Agreement the sum therein specified. However, the provisions of paragraph 1 through 8 of this Article shall be otherwise applicable to all Appendix "C" Agreements except that in the case of Sponsor Agreements, the word "Sponsor" shall apply wherever the word "Commission" appears.

ARTICLE V - ALLOWABLE COSTS AND FIXED FEE

1. Compensation for Contractor's Services. Payment for the allowable cost as hereinafter defined, and of the fixed fee, if any, as hereinafter provided shall constitute full and complete compensation for the performance of the work under this Contract.
2. Fixed Fee.
 - (a) The fixed fee payable to the Contractor for the performance of the work under this Contract prior to October 1, 1961, is \$1,090,639.
 - (b) The fixed fee applicable to the work performed during the period October 1, 1961, through March 31, 1962, is \$101,460.
3. Allowable Cost. The allowable cost of performing the work under this Contract shall be the costs and expenses (less applicable income and other credits) that are actually incurred by the Contractor, are applicable and properly chargeable, either as directly incident or as

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allocable through appropriate distribution or apportionment, to the performance of the contract work in accordance with its terms and are determined to be allowable pursuant to this paragraph 3. The determination of the allowableness of cost hereunder shall be based on:

- (1) reasonableness, including the exercise of prudent business judgment,
- (2) consistent application of generally accepted accounting principles and practices that result in equitable charges to the contract work, and
- (3) recognition of all exclusions and limitations set forth in this Article or elsewhere in this Contract as to types or amounts of items of cost. Allowable cost shall not include cost of any item described as "unallowable" in paragraph 5 of this Article, except as indicated therein. Failure to mention an item of cost specifically in paragraph 4 or 5 shall not imply either that it is allowable or that it is unallowable.

4. Items of Allowable Cost. Subject to the other provisions of this Article, the following items of cost of work under this Contract shall be allowable to the extent indicated:

(a) Bonds and Insurance (including self-insurance) as provided in the General Provision entitled REQUIRED BONDS AND INSURANCE.

(b) Communication Costs including telephone services, local and long distance telephone calls, telegrams, cablegrams, radiograms, postage and similar items.

(c) Consulting Services, (including legal and accounting) and related expenses, as provided in the Article entitled TECHNICAL AND PROFESSIONAL ASSISTANCE and to the extent approved by the Contracting Officer.

(d) Litigation Expenses, including reasonable counsel fees, incurred in accordance with the General Provision of this Contract entitled LITIGATION AND CLAIMS.

(e) Losses and Expenses (including settlements made with the consent of the Contracting Officer) sustained by the Contractor in the performance of this Contract and certified in writing by the Contracting Officer to be just and reasonable, except the losses and expenses expressly made unallowable under other provisions of this Contract.

(f) Materials and Supplies (including those withdrawn from common stores costed in accordance with any generally recognized method that is consistently applied by the Contractor and productive of equitable results).

(g) Patents, Purchased Design, and Royalty Payments to the extent expressly provided for under other provisions in this Contract or as approved by the Contracting Officer; and preparation of invention disclosures, reports and related documents, and searching the art to the extent necessary to make such invention disclosures in accordance with the Patent Article of this Contract.

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(h) Personnel Costs and Related Expenses incurred in accordance with Appendix A, or amendments thereto, such as:

- (i) salaries and wages; overtime, shift differential, holiday and other premium pay for time worked; non-work time including vacations, holidays, sick, funeral, military, jury, witness, and voting leave; salaries and wages to employees in their capacity as union stewards and committeemen for time spent in handling grievances, negotiating agreements with the Contractor, or serving on labor-management (contractor) committees; bonuses and incentive compensation subject to the approval of the Contracting Officer if charged directly;
- (ii) legally required contributions to old age and survivors' insurance, unemployment compensation plans and workmen's compensation plans (whether or not covered by insurance); voluntary or agreed upon plans providing benefits for retirement, separation, life insurance, hospitalization, medical-surgical and unemployment (whether or not such plans are covered by insurance);
- (iii) travel (except foreign travel which requires specific approval by the Contracting Officer on a case by case basis); incidental subsistence and other allowances of Contractor employees, in connection with performance of work under this Contract (including new employees reporting for work and transfer of employees, the transfer of their household goods and effects and the travel and subsistence of their dependents);
- (iv) employee relations, welfare, morale, etc., programs, including incentive or suggestion awards, employee counseling services, health or first-aid clinics and house or employee publications;
- (v) personnel training (except special education and training courses and research assignments calling for attendance at educational institutions which require specific approval by the Contracting Officer on a case by case basis) including apprenticeship training programs designed to improve efficiency and productivity of contract operations, to develop needed skills and to develop scientific and technical personnel in specialized fields required in the contract work;
- (vi) recruitment of personnel (including help-wanted advertisement) including services of employment agencies at rates not in excess of standard commercial rates, employment office, travel of prospective employees at the request of the Contractor for employment interviews; and
- (vii) net cost of operating plant-site cafeterias, dining rooms and canteens attributable to the performance of the Contract.

Appendix A may be modified from time to time, in writing, without execution of an amendment to this Contract for the purposes of effecting any changes in or additions to Appendix A as may be agreed upon by the parties.

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- (i) Rentals and Leases of land, buildings and equipment owned by third parties where such items are used in the performance of the Contract except that such rentals and leases directly chargeable to the Contract shall be subject to approval by the Contracting Officer.
 - (j) Repairs, Maintenance, Inspection, replacement and disposal of Government-owned property to the extent directed or approved by the Contracting Officer.
 - (k) Repairs, Maintenance and Inspection of Contractor-owned property used in connection with the performance of this Contract to the extent provided in the Article entitled CONSTRUCTION, ALTERATION OR REPAIR WORK.
 - (l) Special Tooling, including jigs, dies, fixtures, molds, patterns, designs and drawings, tools, and equipment of a specialized nature generally useful to the Contractor only in the performance of this Contract.
 - (m) Subcontracts, Purchase Orders and purchases from Contractor controlled sources, subject to approvals required by other provisions of this Contract.
 - (n) Subscriptions to trade, business, technical, and professional periodicals, as approved by the Contracting Officer when charged directly to the Contract.
 - (o) Taxes, Fees and Charges levied by public agencies which the Contractor is required by law to pay, except those which are expressly made unallowable under other provisions of this Contract.
 - (p) Utility Services including electricity, gas, water, steam and sewerage.
 - (q) The costs of preparing bids and proposals to the extent approved by the Contracting Officer, but not to exceed 1% of the direct material and direct labor costs of the contract work.
5. Items of Unallowable Costs. The following items of cost are unallowable under this Contract to the extent indicated:
- (a) Advertising, except (i) help-wanted advertising, and (ii) other advertising such as participation in exhibits approved by the Contracting Officer as clearly in furtherance of work performed under the Contract.
 - (b) Bad Debts, (including expenses of collection) and provisions for bad debts not arising out of the performance of this Contract.
 - (c) Bonuses, and similar compensation under any other name, which (i) are not pursuant to an agreement between the Contractor and employee prior to the rendering of the services or an established plan consistently followed by the Contractor; (ii) are in excess of those costs which are allowable by the Internal Revenue Code and regulations thereunder, or (iii) provide total compensation to an employee in excess of reasonable compensation for the services rendered.

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(d) Commissions, Bonuses and Fees (under whatever name) in connection with obtaining or negotiating for a Government contract or a modification thereto.

(e) Contingency Reserves, provisions for, (except provisions for reserves under a self-insurance program to the extent that the type, coverage, rates and premiums would be allowable if commercial insurance were purchased to cover the same risk, as approved by the Contracting Officer.)

(f) Contributions and Donations.

(g) Depreciation in excess of that calculated by application of methods approved for use by the Internal Revenue Service under the Internal Revenue Code of 1954, as amended, including the straight-line, declining balance (using a rate not exceeding twice the rate which would have been used had the depreciation been computed under the straight-line method), or sum-of-the-years-digits method, on the basis of expected useful life, to the cost of acquisition of the related fixed assets less estimated salvage or residual value at the end of the expected useful life. Amortization or depreciation of unrealized appreciation of values of assets or of assets fully amortized or depreciated on the Contractor's books of account is unallowable.

(h) Dividend Provisions or Payments and, in the case of sole proprietors and partners, distributions of profit.

(i) Entertainment Costs, except the costs of such recreational activities for on-site employees as may be approved by the Contracting Officer or provided for elsewhere in this Contract.

(j) Fines and Penalties, including assessed interest, resulting from violations of, or failure of the Contractor to comply with Federal, State, or local laws or regulations, except when incurred in accordance with written approval of the Contracting Officer or as a result of compliance with the provisions of this Contract.

(k) Government-Furnished Property, except to the extent that cash payment therefor is required pursuant to procedures of the Commission applicable to transfers of such property to the Contractor from others.

(l) Insurance (including any provision of a self-insurance reserve) covering business interruption or use and occupancy, insurance on any person where the Contractor under the insurance policy is the beneficiary directly or indirectly, and insurance against loss of or damage to Government property as defined in the Article of this Contract entitled GOVERNMENT PROPERTY.

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(m) Interest, however represented, except interest incurred in compliance with the General Provision entitled STATE AND LOCAL TAXES, bond discounts and expenses, and costs of financing and refinancing operations.

(n) Legal, Accounting, and Consulting Services, and related costs incurred in connection with the preparation of prospectuses, preparation and issuance of stock rights, organization or reorganization, prosecution or defense of antitrust suits, prosecution of claims against the United States, contesting actions or proposed actions of the United States, and prosecution or defense of patent-infringement litigation.

(o) Losses (including litigation expenses, counsel fees, and settlements) on, or arising from the sale, exchange, or abandonment of capital assets, including investments; losses on other contracts, including the Contractor's contributed portion under cost-sharing contracts; losses in connection with price reduction to and discount purchases by employees and others from any source; and losses where such losses or expenses--

(i) are compensated for by insurance or otherwise, or which would have been compensated by insurance required by law or by written direction of the Contracting Officer but which the Contractor failed to procure or maintain through its own fault or negligence, or which could have been covered by permissible insurance in keeping with ordinary business practice but which the Contractor failed to secure or maintain;

(ii) result from wilful misconduct or lack of good faith on the part of any of the Contractor's directors, corporate officers, or a supervising representative of the Contractor;

(iii) represent liabilities to third persons for which the Contractor has expressly accepted responsibility under other terms of this Contract.

(p) Maintenance, Depreciation, and Other Costs incidental to the Contractor's idle or excess facilities (including machinery and equipment) other than reasonable standby facilities.

(q) Membership in trade, business, and professional organizations except as approved by the Contracting Officer.

(r) Precontract Costs, except as expressly made allowable under other provisions in this Contract.

(s) Reconversion, Alteration, Restoration, or Rehabilitation of the Contractor's facilities, except as expressly provided elsewhere in this Contract.

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- (t) Research and Development Costs, unless specifically provided for elsewhere in this Contract.
 - (u) Selling and Distribution Activities and related expenses not applicable to the performance of this Contract.
 - (v) Storage of Records pertaining to this Contract after completion of operations under this Contract irrespective of contractual or statutory requirement of the preservation of records.
 - (w) Taxes, Fees and Charges in connection with financing, refinancing, or refunding operations, including the listing of securities on exchanges; taxes which are paid contrary to the General Provision entitled STATE AND LOCAL TAXES; Federal taxes on net income and excess profits; and special assessments on land which represent capital improvement.
 - (x) The cost to the Contractor for compliance at Site B with health, safety, and security standards and regulations of the Commission, and the cost incurred with respect to health, safety and security measures at Site A occasioned solely by its proximity to Site B.
6. General and Administrative Expenses. General and administrative expenses to be applied to the Contract will consist of two G&A pools, known as the Sylcor Division (hereinafter referred to as the "Division") G&A and the Home Office G&A.
- (a) The Division G&A pool will consist of the Accounting Department, Purchasing Department, Contract Administration, and charges from the data processing center at Camillus, New York, for the cost of machine accounting, payroll, auditing, and communications service. This pool will be allocated on the basis of salaries and wages, as follows:
 - (i) For each calendar year, the Division G&A expense factor will be the ratio of the total Division G&A expenses to the total Division plant and laboratory salaries and wages (exclusive of overtime premium).
 - (ii) The Division G&A expense factor, as determined in (i), above, applied to the total plant and laboratory salaries and wages (exclusive of overtime premium) reimbursable for work under this Contract for that period, shall determine the amount of Division G&A expenses reimbursable to the Contractor for such calendar year.
 - (iii) Monthly payments of Division G&A expense shall be based upon a provisional Division G&A expense factor applied to reimbursable plant and laboratory salaries and wages (exclusive of overtime premium) for the month. The provisional Division G&A expense factor shall be mutually agreed upon by the parties in writing, but without executing a formal amendment to this Contract.

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(iv) Annually, as soon after December 31 as practicable, the Contractor shall determine its actual Division G&A expenses reimbursable hereunder, which shall be subject to audit and approval by the Commission.

(v) Based upon the determination made as provided in (iv), above, any excess Division G&A expenses paid to the Contractor under (iii), above, shall be refunded to the Commission and any deficit in such payments shall be paid by the Commission to the Contractor.

(b) The Home Office G&A pool covers expenses incurred by the Central Executive Department made up of the company officers and their staff, legal expense, patent expense to the extent approved by the Contracting Officer, controller's department expense, tax department, purchasing and insurance expense. The details within each group are made up of salaries, fringe benefits, occupancy expense, and the usual administrative type expenditures.

(i) The Home Office G&A rate to be applied during the year represents the relationship between the estimated input base (cost of sales, including labor, materials and overhead, but excluding Divisional G&A) for the company and the estimated allowable portion of the Home Office expense. This rate is a provisional billing rate and is reviewed and approved by the cognizant DOD audit.

(ii) A provisional billing rate of two per cent (2%) for Home Office G&A will be applied to total cost (exclusive of Division G&A expense) during the year 1961.

(iii) Periodically, the DOD audit will check the validity of the provisional billing rate and make any necessary adjustments.

(iv) Upon determination of the actual Home Office G&A rate, as determined by audit and approved by the Commission, the amounts billed on a provisional basis will be adjusted to actual and the difference will be billed or refunded to the Commission, as appropriate.

ARTICLE VI - PAYMENTS

1. Payments on Account of Allowable Costs. Once each month (or at more frequent intervals, if approved by the Contracting Officer) the Contractor may submit to the Contracting Officer, in such form and reasonable detail as he may require, an invoice or voucher supported by a statement of costs incurred by the Contractor in the performance of this Contract and claimed to constitute allowable costs. Promptly after receipt of each invoice or voucher, the Government shall, subject to the provisions of paragraph 3, below, make payment thereon as approved by the Contracting Officer.

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2. Payment of Fixed Fee. Ninety per cent (90%) of the fixed fee, if any, shall become due and payable in periodic installments in amounts as shown below and the balance upon completion and acceptance of each scope of work under this Contract; provided, however, that the Contracting Officer may at any time that the amount of the retained fixed fee equals ten per cent (10%) of the total fixed fee or equals one hundred thousand dollars (\$100,000), whichever is less, make payments of any of the remaining periodic installments of the fixed fee in full.
 - (a) Payment of the fixed fee of \$1,090,639 applicable to the cost of the work performed prior to October 1, 1961, shall be made by the Government in accordance with applicable contract provisions in effect prior to October 1, 1961.
 - (b) For the period October 1, 1961, through March 31, 1962, ninety per cent (90%) of the fixed fee of \$101,460 shall become due and payable in monthly installments of \$15,219.
3. Audit Adjustments. At any time or times prior to settlement under this Contract, the Contracting Officer may have invoices or vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for over-payments, or increased for under-payments, on preceding invoices or vouchers.
4. Review and Approval of Costs. The Contractor shall prepare and submit annually as of June 30, or for other such periods designated by the Contracting Officer, a voucher for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the voucher, and the Commission after audit and appropriate adjustment will approve such voucher. This approval by the Commission will constitute an acknowledgment by the Commission that the net costs incurred are allowable under the Contract and that they have been recorded in the accounts maintained by the Contractor in accordance with the Commission accounting policies, but will not relieve the Contractor of responsibility for the Commission's assets in its case, for appropriate subsequent adjustments, or for errors later becoming known to the Commission.
5. Completion Voucher. On receipt and approval of the invoice or voucher designated by the Contractor as the "completion invoice" or "completion voucher" and upon compliance by the Contractor with all the provisions of this Contract (including, without limitation, the provisions relating to patents and provisions of paragraph 7 below) the Government shall promptly pay to the Contractor any balance of allowable cost and any part of the fixed fee which has been withheld pursuant to paragraph 2 above or otherwise not paid to the Contractor. The completion invoice or voucher shall be submitted by the Contractor promptly following the completion of the

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work under this Contract but in no event later than one (1) year (unless within the year the Contracting Officer grants a further specific period of time) from the date of such completion.

6. Applicable Credits. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this Contract shall be paid by the Contractor to the Government to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the Government under this Contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer.
7. Financial Settlement. Prior to final payment under this Contract, the Contractor and each assignee under this Contract whose assignment is in effect at the time of final payment under this Contract shall execute and deliver:
 - (a) an assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by the Government under this Contract; and
 - (b) a release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this Contract, subject only to the following exceptions:
 - (i) specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor;
 - (ii) claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of performance of this Contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and
 - (iii) claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents.
8. Claims. Claims for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe.

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9. Discounts. The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credit, salvage, and commissions unless the Contracting Officer finds that such action is not in the best interest of the Government.
10. Revenues. All revenues other than the Contractor's fixed fee or fees, if any, accruing to the Contractor in connection with the work under this Contract shall be applied in reduction of allowable costs.
11. Direct Payments of Charges - Deductions. The Government reserves the right, upon ten (10) days written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this Contract. Any payment so made shall discharge the Government of all liability to the Contractor therefor.
12. Payments Under Appendix "C" Agreements. Payment of all costs and fixed fee under any Appendix "C" Agreement shall be made to the Contractor by the Commission office or Sponsor executing the Agreement in accordance with the procedures established by said Agreement.

ARTICLE VII - GOVERNMENT PROPERTY

1. Except as otherwise specifically agreed upon in writing by the Contractor and the Commission and except as otherwise specifically provided herein:
 - (a) Title to all property especially purchased by the Contractor for this Agreement, for which the Contractor is entitled to direct reimbursement under the provisions of this Contract, shall pass directly from the vendor to the Government; and
 - (b) Title to all property utilized in the work of this Agreement, provided by the Contractor from Contractor-owned stores or manufactured by the Contractor in the ordinary course of its commercial business, for which the Contractor is entitled to reimbursement under the provisions of this Contract, shall pass to the Government at the time of such utilization.
2. The Government reserves the right to furnish any property or services required for or useful in the performance of the work under this Agreement. Title to all property so furnished shall remain in the Government.
3. The Government shall retain title to all products, by-products, wastage, salvage, work-in-process, residues and scrap resulting from property to which the Government has or had title pursuant to paragraphs 1 and 2 above.
4. All items of Government-owned property referred to above are hereafter collectively referred to in this Article as "Government Property."

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To the extent practicable, the Contractor shall cause all nonexpendable items of Government property to be suitably marked with an identifying mark or symbol indicating that the items are the property of the Government. The Contractor shall maintain, at all times and in a manner satisfactory to the Commission, records showing the disposition and use of Government property. Such records shall be subject to Commission inspection at all reasonable times. It is understood that the Commission shall at all reasonable times have access to the premises wherein any items of Government property are located.

5. The Contractor shall promptly notify the Commission of any loss or destruction of or damage to Government property (but not of any consumption of materials or supplies in the performance of its undertakings hereunder). Except as otherwise specifically provided in this Agreement, the Contractor shall not be liable for loss or destruction of or damage to Government property (in the possession or custody of the Contractor in connection with this Agreement) unless such loss, destruction or damage is due to gross negligence or wilful misconduct attributable to the Contractor's corporate officers or its supervisory employees.
6. Except as otherwise authorized in writing by the Commission, items of Government property referred to above shall not be used by the Contractor except in the performance of its obligations under this Agreement.
7. In the event of loss or destruction of or damage to Government property, the Contractor shall take such steps to subserve the Government's interest as the Commission authorizes or approves. If the Contractor is liable for loss or destruction of or damage to any items of Government property, it shall promptly account therefor to the satisfaction of the Commission; if the Contractor is not liable therefor, and is indemnified, reimbursed, or otherwise compensated for such loss, destruction or damage (other than by the Government under this Agreement), the Contractor shall promptly account to the Government for an equitable share of such indemnification, reimbursement, or other compensation; in any event, the Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, destruction or damage, and, upon request of the Commission, shall furnish the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.
8. The Contractor may, with the approval of the Commission, (a) transfer or otherwise dispose of items of Government property to such parties and upon such terms and conditions as so approved, or (b) itself acquire title to items of property at prices mutually agreed upon by the Commission and the Contractor without the necessity of execution of an amendment to this Agreement. The proceeds of any such transfer or disposition, and the agreed price of any such Contractor acquisition, shall be applied in reduction of any payments or reimbursement to be made by the Government to the Contractor under this Contract or shall otherwise be paid in such manner as the Commission may direct.

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9. The Contractor shall conform to all regulations and requirements of the Commission concerning the management, inventory control, storing and disposal of Government property. The Contractor agrees to prepare and submit to the Commission for review, within sixty (60) days after the execution of this Agreement, a written statement of the methods to be used and of the procedures to be followed by the Contractor in regard to management, inventory control, storing and disposal of Government property. The Contractor shall not use any method or procedure in this regard which the Commission has advised the Contractor is contrary to Commission policy or which is otherwise prohibited by this Agreement.

10. With respect to each item of Government property located at Site A not sold or otherwise disposed of by the Contractor or acquired by the Contractor pursuant to paragraph 8 above, the Government, within one hundred twenty (120) days following the termination or expiration of the period of performance of this Contract, or any extension thereof, shall abandon or remove it, without incurring any further liability to the Contractor.

(a) In the event the Government occupies Site A pursuant to subparagraph d(i) of paragraph 2 of Article III - TERM, EXPIRATION AND TERMINATION, the rights in the Government to abandon or remove, as set forth in this paragraph, shall be suspended during the period of such occupancy and the one hundred twenty (120) day period during which the Government must either abandon or remove such property shall not commence to run until the end of such occupancy.

(b) Prior to determination by the Government to abandon or remove any item of Government property, the Contractor agrees, if the Government so requests, to negotiate with the Government in good faith to purchase such item or items at a price mutually agreed upon, it being understood, however, that the Contractor shall not be required to negotiate any price in excess of the value to the Contractor of said item or items.

(c) There shall be no charge to the Government by the Contractor for the storage of such property (i) for one hundred twenty (120) days after termination or expiration of this Contract; (ii) for one hundred twenty (120) days after (a) September 30, 1964, or (b) such earlier date as the Government may voluntarily terminate its right of occupancy as hereinabove provided; or (iii) during the period of the close-out of this Contract.

ARTICLE VIII - SETTLEMENT OF GOVERNMENT INVESTMENT IN IMPROVEMENTS

1. Definitions. As used in this Article:

(a) The term "improvements" shall mean any and all renovations, alterations, improvements, or additions, including but not limited to all materials, supplies, and other property purchased at the expense of the Government and incorporated into such improvements, made at the expense of the Government to and incorporated as part of the land or buildings of the Contractor on

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Cantiague Road in Hicksville, Long Island, New York, designated as Sites A and B, as is more specifically provided in Article II - SITE OF THE WORK, hereof. It is understood and agreed by way of example but not limitation that there will be excluded from the meaning of the term "improvements" any manufacturing equipment, including associated wiring, duct works, controls, etc., which can be severed from the property without necessitating structural repairs (including but not limited to any breaking or repairing of walls or ceilings) to the buildings. All other items incorporated into said land or buildings, except manufacturing equipment and associated wiring, duct works, controls, etc., referred to in the preceding sentence, shall be deemed to be improvements. It is further understood and agreed that upon payment therefor by the Contractor to the Government, as provided in this Article, the Contractor shall have sole and exclusive title as against the Government to all improvements in Sites A and B.

(b) The term "appraised value in place" shall mean the value of the improvements in their existing condition, as determined by the appraiser(s), as of the date of the appraisal.

(c) The term "appraised net salvage value" shall mean the estimated salvage value, as determined by the appraiser(s), of the improvements less the estimated costs, as determined by the appraiser(s), of (i) the removal of such improvements, and (ii) the restoration of the Contractor's land and buildings at Sites A and B to substantially the same condition, except for reasonable wear and tear, existing immediately prior to the incorporation therein of such improvements.

2. Upon termination or expiration of this Agreement, the appraised value in place and the appraised net salvage value of the improvements shall be determined by a person or persons mutually acceptable to the Government and the Contractor. Promptly following receipt of such appraisals, the Contractor shall in good faith negotiate with and pay to the Government an amount equal to the mutually agreed value of such improvements. The mutually agreed value shall be determined after giving full consideration to the appraised value in place and the current value to the Contractor of such improvements. In no event shall the mutually agreed value be less than the appraised net salvage value of any improvement. Failure to agree upon either an acceptable appraiser(s) or the mutually agreed value pursuant to the foregoing provision of this Article shall be considered a dispute to be settled in accordance with the General Provision of this Contract entitled DISPUTES.

ARTICLE IX - PATENTS

1. Whenever any invention or discovery is made or conceived by the Contractor or its employees in the course of, in connection with, or under the terms of this Agreement, the Contractor shall furnish the Commission with complete

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information thereon; and the Commission shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title and rights under any application or patent that may result; provided, however, that with respect to such inventions or discoveries made or conceived in the course of, in connection with, or under, the terms of paragraph 1 of Article I, the Contractor, in any event, shall retain at least a nonexclusive, irrevocable, royalty-free license under said invention, discovery, application, or patent, such license being limited to the manufacture, use and sale for purposes other than use in the production or utilization of special nuclear material or atomic energy. Subject to the license retained by the Contractor, as provided in this Article, the judgment of the Commission on these matters shall be accepted as final; and the Contractor, for itself and for its employees, agrees that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Commission.

2. No claim for pecuniary award or compensation under the provisions of the Atomic Energy Acts of 1946 and 1954 shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of any of the work under this Agreement.
3. Except as otherwise authorized in writing by the Commission, the Contractor will obtain patent agreements to effectuate the purposes of paragraphs 1 and 2 of this Article from all persons who perform any part of the work under this Agreement, except such clerical and manual labor personnel as will not have access to technical data.
4. Except as otherwise authorized in writing by the Commission, the Contractor will insert in all subcontracts provisions making this Article applicable to the subcontractor and its employees.
5. The Contractor shall grant to the Government, to practice or have practiced, an irrevocable, non-exclusive license in and to any inventions (whether patented or not), secret processes, technical information and techniques of production, research and plant operation, which are directly utilized by the Contractor in the performance of the work of this Agreement. Such license shall apply to the manufacture, use and disposition of any article and material and to the use of any method or process. Such license shall be limited to governmental purposes related to (a) production of special nuclear material, (b) utilization of special nuclear material, and (c) utilization of atomic energy; provided, however, that the foregoing shall not limit the Government's right to sell, or cause to be sold, all products or by-products not used by or for the Government which result or remain from the use of any invention, process, information or technique to which such license applies.
6. (a) Except as otherwise stipulated in writing by the Commission, or as provided in paragraphs (b) and (c) below, the Contractor agrees to

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indemnify the Government, its officers, agents, servants and employees against liability (including but not limited to reasonable costs and expenses incurred) arising from the infringement or the alleged infringement of any Letters Patent (not including liability arising pursuant to Section 183, Title 35 (1952) U. S. Code, prior to issuance of Letters Patent) occurring in the performance of this Agreement, or arising by reason of sale to, or purchase by, or disposal by, or for the account of the Government of items manufactured or supplied under this Agreement.

(b) With respect to infringement or alleged infringement necessarily resulting from the Contractor's compliance with written specifications or provisions given by the Commission for components which are not standard commercial products of the Contractor or resulting from specific written instructions given by the Commission for the purpose of directing a manner of performance of the Contract not normally utilized by the Contractor, the Government agrees to hold the Contractor harmless from liability arising from such infringement or alleged infringement of any United States Letters Patent in view of the following facts:

- (i) the Contractor has not made an investigation as to the possibility of patent infringement,
- (ii) the Government and the Contractor desire to avoid the delay incident to a patent investigation, and
- (iii) the Contractor has not included in its price any provision for the settlement of possible patent claims.

Provided, however, that with respect to procurements undertaken on or after the date of actual execution of Modification No. 9, except as otherwise directed by the Commission, the Contractor will secure indemnification from suppliers or vendors of standard commercial products. The Contractor, to the extent that it can extend such aforesaid indemnification from suppliers or vendors, agrees to so extend this indemnification to the Government.

(c) Except as otherwise directed by the Commission in writing, the Contractor, with respect to claims and actions involving liabilities against which it is held harmless by the Commission, shall give prompt notice in writing to the Commission, of any such claims and actions of which it has notice and shall furnish promptly to the Commission copies of all pertinent papers received by the Contractor with respect to any such action or claim. If required by the Commission, the Contractor shall with respect to such actions or claims (at the Government's expense, by proper arrangement) assist the Government in the settlement or defense of such action or claim and shall furnish such evidence in its possession as may be required by the Government in the settlement or defense of such action or claim.

(d) The obligation of the Commission to the Contractor on claims or actions involving liability against which the Commission is indemnified

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by the Contractor under the terms of this Agreement shall be identical with the obligations of the Contractor to the Commission under subparagraph (c), above, with respect to claims or actions involving liability against which the Contractor is held harmless by the Commission. In such situations, the Contractor shall be given full opportunity to participate in the defense against such claims and actions.

(e) However, anything to the contrary notwithstanding, the Contractor assumes no liability consequential or otherwise for, and the Government agrees to hold the Contractor harmless against liability (including but not limited to reasonable costs and expenses incurred) for infringement or alleged infringement by reason of the use of the completed product in combination with other items or materials or in the operation of any process.

ARTICLE X - PUBLICATIONS - PATENT CLEARANCE

The Commission recognizes that, during the course of work hereunder, or subsequent thereto, Sylvania Electric Products Inc., its employees or its subcontractors may from time to time desire to publish within the limits of security requirements information regarding technical or scientific developments arising in the course of the Contract. In order that the public disclosure of such information will not adversely affect the patent interests of the Commission and industry, patent approval for the release within the limits of security requirements shall be secured from the Commission prior to such publication, provided that Commission approval shall not be withheld solely for patent purposes for a period longer than six months after a written request for such patent approval is made and accompanied by full technical details (by setting forth in extenso and/or by specific reference to particular written information earlier furnished) relating to the information sufficient for the preparation of appropriate patent applications, and provided further that Sylvania Electric Products Inc., or its employees or its subcontractors, shall be free of such patent restrictions with respect to publication, within the limits of security requirements, of a particular item of such information if at least ten days prior to such publication the party desiring to publish certifies in writing to the Commission that such item of information contains no patentable subject matter, or alternatively, that U. S. patent application(s) on any patentable subject matter therein contained has or have been filed.

ARTICLE XI - PROCUREMENT AND SUBCONTRACTS

1. Approvals.

(a) The Contractor shall not enter into any subcontract without the written approval of the Commission, or Sponsor if applicable, of its terms and conditions. For the purposes of this paragraph, a subcontract is defined as any contractual arrangement (whether or not in the form commonly referred to as a "purchase order") with a third party for the

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performance of a specific part of the work to be performed under this Agreement, which arrangement is specifically made for such performance and the cost of which is, apart from the provisions of this paragraph, an allowable cost under this Agreement, except, however, arrangements covering (i) the furnishing of a basic raw material, (ii) the furnishing of a standard commercial or catalog item, or (iii) the employer-employee relation.

(b) The Commission, or the Sponsor in the case of a Sponsor Agreement, reserves the right, from time to time, by written notice from the Commission, or Sponsor if applicable, to the Contractor (i) to make any or all other commitments or classes of commitments hereunder (other than the contractual arrangements referred to in (a) above) subject to, and to require their submission for, Commission, or Sponsor if applicable, approval, and (ii) to make any or all methods, practices, and procedures used or proposed to be used in effecting all arrangements and commitments hereunder subject to, and to require their submission for Commission, or Sponsor if applicable, approval. In this regard, the Contractor agrees to prepare and submit to the Commission, or the Sponsor if applicable, for review, within thirty (30) days after the execution of this Agreement (or any extension thereof approved in writing by the Commission), written statements of the daily procurement practices and procedures to be used and of the objectives intended to be accomplished by such practices and procedures. The Contractor will not use any procurement procedures prohibited by this Agreement or which the Commission has advised the Contractor are contrary to Commission policy.

(c) The Contractor shall obtain the prior written approval of the Commission before (i) purchasing motor vehicles, airplanes, typewriters, printing equipment, helium, or alcohol, (ii) leasing, purchasing, or otherwise acquiring real property, (iii) procuring any item or service on a cost, cost-plus-fee, or time-and-materials basis, (iv) purchasing any item which the Commission specifies is to be obtained from indicated Government sources, and (v) purchasing any item at a cost in excess of \$5,000, where payment for the cost of any action specified in (i) through (v) will be claimed hereunder.

2. Terms. The Contractor shall reduce to writing, unless this provision is waived in writing by the Commission, every subcontract or other commitment in excess of One Hundred Dollars (\$100.00) made by it for the purpose of its undertakings hereunder, except contracts covering the employer-employee relation (but not excepting contracts with consultants); insert therein a provision that such commitment is assignable to the Government; insert therein all other provisions required by law or expressly required by the provisions of this Agreement; and make all such commitments in its own name and not bind or purport to bind the Government or the Commission thereunder.

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ARTICLE XII - CONDUCT OF THE WORK, INSPECTION AND REPORTS

1. In performing the work called for under this Agreement, the Contractor shall (a) utilize its best efforts, know-how and ability, (b) utilize its best efforts to have the work executed in the most workmanlike manner by qualified, careful and efficient workers in strict conformity with the best standard practices (subject to the directions of the Commission), (c) utilize its best efforts to provide sufficient technical, supervisory, administrative and other personnel to insure the prosecution of the work in accordance with pertinent production or other progress schedules, (d) if in the opinion of the Commission the Contractor falls behind any pertinent production or other progress schedule, use its best efforts to take such steps to improve its progress as the Commission may direct, and (e) if in the opinion of the Commission the Contractor's personnel or other reimbursable costs are excessive for the proper performance of this Contract, make such prospective reductions thereof as the Commission may direct.
2. The work of this Agreement is subject to (a) the general supervision of the Commission, and (b) the Commission authorizations, approvals and directions otherwise provided for in this Agreement. The Contractor shall proceed in the performance of this Agreement and shall place emphasis (or relative emphasis) on the various phases of the work of said Agreement, as and to the extent requested by the Commission from time to time. The Commission shall have the right to inspect in such manner and at such times as it deems appropriate, all activities of the Contractor in or related to the course of the work under this Agreement.
3. The Contractor shall keep the Commission, or the Sponsor if applicable, fully advised of its progress hereunder and of the difficulties, if any, which it experiences and shall prepare and submit to the Commission, or Sponsor if applicable, in such quantity and form as may be directed by the Commission (a) monthly progress reports, (b) interim technical reports on completion of specific phases of the work, (c) production schedules, financial and cost reports, construction completion reports and such other special reports as may be requested by the Commission from time to time, and (d) a final report summarizing its activities, findings, and conclusions.
4. The Contractor shall appoint from its staff an over-all director of the work of this Agreement. The selection and continued assignment to said work of this director shall be subject to the approval of the Commission, or Sponsor if applicable.

ARTICLE XIII - CONSTRUCTION, ALTERATION OR REPAIR WORK

1. The Contractor shall not perform or have performed under this Agreement any construction, alteration or repair work in excess of One Thousand Dollars (\$1,000.00), including painting and decorating, without the prior written approval of the Commission.

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2. In the event that the Contractor, under this Agreement, performs or has performed construction, alteration or repair work, including painting and decorating, which work is within the scope of the Davis-Bacon Act (Act of March 3, 1931, c. 411, Sec. 1, 46 Stat. 1494, as amended; 40 U. S. Code 276 (a) et seq), the following provisions shall apply to such work:
- (a) (i) All mechanics and laborers employed or working directly upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Copeland Act (Anti-Kickback) Regulations (29CFR, Part 3) the full amounts due at the time of payment, computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or Subcontractor and such laborers and mechanics; and a copy of the wage determination decision shall be kept posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers.
- (ii) In the event it is found by the Contracting Officer that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by this Contract has been or is being paid at a rate of wages less than the rate of wages required by paragraph (a) of this Article, the Contracting Officer may (a) by written notice to the Government prime Contractor terminate his right to proceed with the work, or such part of the work as to which there has been a failure to pay said required wages, and (b) prosecute the work to completion by Contract or otherwise, whereupon such Contractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.
- (b) Apprentices. Apprentices will be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, U. S. Department of Labor; or if no such recognized Council exists in a State, under a program registered with the Bureau of Apprenticeship, U. S. Department of Labor.
- (c) Payroll Records and Payrolls.
- (i) Payroll records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor will make his employment records available for inspection by authorized

Modification No. 2.
Supplemental Agreement to
Contract No. AT(30-1)-1293

representatives of the Contracting Officer and the U. S. Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(ii) A certified copy of all payrolls will be submitted weekly to the Contracting Officer. The Government prime Contractor will be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification will affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision of the Secretary of Labor attached to this Contract, and that the classifications set forth for each laborer or mechanic conform with the work he performed.

(d) Copeland (Anti-Kickback) Act--Nonrebate of Wages. The regulations of the Secretary of Labor applicable to contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U.S.C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U.S.C. 874) are made a part of this Contract by reference. The Contractor will comply with these regulations and any amendments or modifications thereof and the Government prime Contractor will be responsible for the submission of affidavits required of subcontractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

(e) Withholding of Funds to Assure Wage Payment. There may be withheld from the Contractor so much of accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this Agreement. In the event of failure to pay any laborer or mechanic all or part of the wages required by this Agreement, the Contracting Officer may take such action as may be necessary to cause the suspension, until such violations have ceased, of any further payment, advance, or guarantee of funds to or for the Government prime Contractor.

(f) Subcontracts--Termination. The Contractor agrees to insert subparagraphs (a) through (f) hereof in all subcontracts and further agrees that a breach of any of the requirements of these articles may be grounds for termination of this Agreement. The term "Contractor" as used in such articles in any subcontract shall be deemed to refer to the subcontractor except in the phrase "Government prime Contractor."

ARTICLE XIV - DRAWINGS, DESIGNS, SPECIFICATIONS

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereof, shall be subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities shall be afforded the Commission by the Contractor and its subcontractors), shall be the property of the Government, and

Modification No. 29
Supplemental Agreement to
Contract No. AT(30-1)-1293

may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and shall, subject to the right of the Contractor to retain a copy of said material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this Contract. The Contractor's right of retention and use shall be subject to the security and patent provisions, if any, of this Contract.

ARTICLE XV - SOURCE AND SPECIAL NUCLEAR MATERIALS

The Contractor agrees to conform to all regulations and requirements of the Commission with respect to accounting for source and special nuclear materials (defined in the Atomic Energy Act of 1954).

ARTICLE XVI - GUARD AND FIRE FIGHTING FORCES

In connection with its work under this Agreement, the Contractor shall provide such guard or fire fighting forces, with such uniforms and equipment, as the Commission may from time to time require or approve. The cost thereof shall be deemed to be allowable costs.

ARTICLE XVII - TECHNICAL AND PROFESSIONAL ASSISTANCE

When, in the judgment of the Contractor, the complexity and nature of the Contract undertakings are such as to require supplemental expert technical or professional assistance, services or advice in connection with special phases of a technical character, the Contractor may with the written approval of the Commission engage or otherwise obtain such supplemental services. Compensation and reimbursement to any consultant engaged pursuant to this Article shall be governed by the provisions of Appendix "A" attached hereto except as may otherwise be specifically stated in the Contract with such consultants approved by the Commission.

ARTICLE XVIII - FINAL INSPECTION AND ACCEPTANCE

Final inspection and acceptance by the Commission of work under paragraph 1 of Article I of this Agreement shall be performed by the Commission or such other representative as may be designated by the Commission in writing at the Commission's Savannah River Operations Office. Final inspection and acceptance of work under any Appendix "C" Agreement shall be as provided therein.

ARTICLE XIX - INDEMNITY

1. Notwithstanding any other provisions of this Agreement, it is agreed that the Contractor shall not be liable for, and the Government shall, subject to the availability of funds, indemnify and hold the Contractor harmless against any and all losses or damages (including but not limited to

Modification No. 29
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Contract No. AT(30-1)-1293

personal injury, disease, or death of persons, or damage to or loss of use of property) and any and all expense in connection therewith, or in connection with alleged loss or damage (including but not limited to the expense of litigation), arising out of, based on, or caused by radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or radioactive materials, or products or by-products therefrom, which the Contractor, or the Government in the case it occupies the premises as provided in Article III - TERM, EXPIRATION AND TERMINATION, may use, possess, or otherwise handle under or in connection with this Agreement, whether or not any director, officer, employee, or agent of the company is responsible therefor; provided, however, that this obligation of the Government shall apply only in those instances where loss or damage, and expense in connection therewith or in connection with alleged loss or damage, is not due to or caused by gross negligence or bad faith on the part of any officer of the Contractor, or on the part of any representative or employee of the Contractor exercising the powers, responsibilities, and duties normally exercised by the plant manager having direction or supervision of the work undertaken by the Contractor hereunder, nor due to nor caused by wilful or grossly negligent failure to follow procedures and standards approved and transmitted to the Contractor by the Commission for the use, possession, or other handling of source, special nuclear, or radioactive materials, or products or by-products therefrom, on the part of any of the afore-described Contractor personnel. The obligations of the Government under this Article shall apply only to the extent that the Contractor is not covered and made whole by insurance; provided, however, that said obligations shall not apply to any loss or damage, or any expense in connection therewith or in connection with alleged loss or damage, if, and to the extent that, the Contractor is covered by insurance with regard to such loss or damage, or such expense in connection therewith or in connection with alleged loss or damage, but is not so made whole by said insurance because of some intentional misrepresentation by the Contractor in the obtainment of said insurance or by some breach by the Contractor of the terms and/or conditions of said insurance or of some other act or failure to act on the part of the Contractor as respects said insurance. The Contractor represents that it is presently maintaining, and the extent of the liability of the Government under this Article is limited in any event to the excess over, the insurance coverage, as such coverage has been reduced by loss or damage, and expense in connection therewith or in connection with alleged loss or damage, prior to the date of loss or damage, or expense in connection therewith or in connection with alleged loss or damage, indemnified against hereunder, where such reduction has not been reinstated in accordance with the Contractor's normal insurance practice, all of the foregoing being on the basis of the insurance coverage specifically approved by the Commission pursuant to General Provision 15 of the Contract entitled REQUIRED BOND AND INSURANCE - EXCLUSIVE OF GOVERNMENT PROPERTY.

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2. In view of the proximity of Site B to Site A, and notwithstanding any other provisions of this Agreement, the Government shall not be liable for, and the Contractor shall indemnify and hold the Government harmless against, any and all loss or damage to persons or property in Site A (including but not limited to personal injury, disease, or death of persons, or loss or damage to property) arising out of, based on, or in connection with the use by the Contractor of Site B, including, but not limited to, the use by the Contractor of any and all means of ingress or egress through Site A to or from all or any portion of Site B, in connection with activities other than those directly associated with the scope of work being performed in Site A under the Contract, regardless of whether such loss or damage to persons or property was caused by negligence of the Contractor or any director, officer, employee, or agent of the Contractor; provided, however, that nothing contained herein shall be construed to give any person, firm, or corporation not a party to this Agreement any right against the Contractor or the Government to which such person, firm, or corporation would not otherwise be entitled in law or in equity; and provided further that the Government's right of indemnity hereunder shall not extend to loss or damage to persons or property resulting from the Contractor's compliance with the Commission's rules and regulations or other instructions or caused solely by the negligence of any officer or employee of the Commission engaged in the performance of his or her official duties under and in connection with this Agreement.

ARTICLE XX - KEY PERSONNEL

It having been determined that the employees whose names appear below, or persons approved by the Contracting Officer as persons of substantially equal abilities and qualifications, are necessary for the successful performance of this Contract, the Contractor agrees to assign such employees or persons to the performance of the work under this Contract and shall not reassign or remove any of them without the consent of the Contracting Officer. Whenever, for any reason, one or more of the aforementioned employees is unavailable for assignment for work under the Contract, the Contractor shall, with the approval of the Contracting Officer, replace such employee with an employee of substantially equal abilities and qualifications.

1. Boyd Metz
2. W. Mandaro
3. H. Watts
4. E. Meyer
5. A. Andersen
6. R. Johnson

TABLE

U. S. ATOMIC ENERGY COMMISSION
Savannah River Operations Office

Question 3

Note: entire doc responsive

Modification No. 32
Supplemental Agreement to
Contract No. AT(30-1)-1293
SYLVANIA ELECTRIC PRODUCTS INC.

THIS SUPPLEMENTAL AGREEMENT, entered into this 18th day of February, 1963, effective October 1, 1962, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government") as represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter referred to as the "Commission"), and SYLVANIA ELECTRIC PRODUCTS INC. (hereinafter referred to as the "Contractor"):

WITNESSETH THAT:

WHEREAS, as of the 10th day of December, 1951, the Commission and the Contractor entered into Contract AT(30-1)-1293 for the performance by the Contractor of certain work for the Commission involving the use and occupancy of the land and buildings of the Contractor on Cantiague Road in Hicksville, Long Island, New York; and,

WHEREAS, said Contract has heretofore been amended from time to time and the parties desire to further amend said Contract to provide for the performance by the Contractor of an additional scope of work and to amend certain provisions of the Contract as hereinafter set forth; and

WHEREAS, this Supplemental Agreement is authorized by the Atomic Energy Act of 1954, as amended:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. In paragraph 1., Principal Site, of Article II - SITE OF WORK, delete the date "October 1, 1961," appearing in the seventh line and substitute therefor the date "October 1, 1962."
2. In paragraph 1., Term, of Article III - TERM, EXPIRATION AND TERMINATION, delete the date "September 30, 1962," appearing in the second line and the date "September 30, 1964," appearing in the fifth and sixth lines, and substitute therefor the dates "September 30, 1963," and "September 30, 1967," respectively.
3. In subparagraph (d)(i) of paragraph 2., Termination, of Article III - TERM, EXPIRATION AND TERMINATION, substitute the date "September 30, 1967," for the date "September 30, 1964." Delete line 14 reading "except as otherwise provided in paragraph 1. of Article XIX - INDEMNITY," in its entirety.
4. Paragraph 1., Estimate of Cost and Fixed Fee, of Article IV - ESTIMATES OF COSTS, OBLIGATION OF FUNDS, AND FIXED FEE, is revised to read as follows:
 - "1. Estimate of Cost and Fixed Fee. The presently estimated cost of the work under this Contract is \$26,654,591, exclusive of the Contractor's fixed fee. The Contractor's fixed fee, as set forth in paragraph 2., Article V, of the Contract is \$1,490,455. The estimated cost of the work, as described in paragraph 1. of the Article entitled SCOPE OF WORK for the period October 1, 1962, to September 30, 1963, is \$3,496,200, exclusive of the Contractor's fixed fee of \$199,665."
5. In paragraph 2., Obligation of Funds, of Article IV - ESTIMATES OF COST, OBLIGATION OF FUNDS, AND FIXED FEE, delete the figure "\$24,486,942" and substitute therefor the figure "\$28,145,046."

Question 2

Modification No. 32
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SYLVANIA ELECTRIC PRODUCTS INC.

6. The following new subparagraph (d) is added to paragraph 2., Fixed Fee, of Article V - ALLOWABLE COST AND FIXED FEE:

"(d) The fixed fee applicable to work performed during the period October 1, 1962, to September 30, 1963, is \$199,665."

7. The following new subparagraph (d) is added to paragraph 2., Payment of Fixed Fee, of Article VI - PAYMENTS:

"(d) For the period October 1, 1962, through September 30, 1963, ninety per cent (90%) of the fixed fee of \$199,665 shall become due and payable in monthly installments of \$14,975."

8. In subparagraph (c) of paragraph 10., of Article VII - GOVERNMENT PROPERTY, delete the date "September 30, 1964," appearing in the fourth line and substitute therefor the date "September 30, 1967."

9. Article XIX - INDEMNITY is deleted in its entirety.

10. Article VII - EXECUTIVE COMPENSATION, of Appendix "A" of the Contract is amended to read as follows:

"VII. EXECUTIVE COMPENSATION

"Executive compensation including bonuses and other remunerations will, for cost-reimbursement purposes, not exceed a pro rata share of the equivalent of \$30,000 per annum for any one executive. The determination of allowable related costs based on compensations paid will also be determined on the basis of the foregoing limitation. Prior Commission approval shall be obtained on the establishment or adjustment of single rates or rate ranges and on individual salary actions which would result in total annual compensation, including incentive compensation, of \$25,000 or more."

11. Appendix "B" Modification No. 29, Contract AT(30-1)-1293, as amended, is further amended as of October 1, 1962, and is attached hereto and made a part hereof.
12. Appendix "E," General Provisions, to Contract AT(30-1)-1293 is amended to include the following new provisions:

"23. SMALL BUSINESS SUBCONTRACTING PROGRAM

"(a) The Contractor agrees to establish and conduct a small business subcontracting program which will enable small business concerns to be considered fairly as subcontractors and suppliers under this Contract. In this connection, the Contractor shall:

- (1) Designate a liaison officer who will (i) maintain liaison with the Government on small business matters, (ii) supervise compliance with the Utilization of Small Business

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Supplemental Agreement to
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SYLVANIA ELECTRIC PRODUCTS INC.

Concerns clause, and (iii) administer the Contractor's
"Small Business Subcontracting Program."

- (2) Provide adequate and timely consideration of the potentialities of small business concerns in all "make-or-buy" decisions.
- (3) Assure that small business concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small business concerns. Where the Contractor's lists of potential small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (4) Maintain records showing (i) whether each prospective subcontractor is a small business concern, (ii) procedures which have been adopted to comply with the policies set forth in this clause, and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding \$10,000, information substantially as follows:
 - (A) Whether the award went to large or small business.
 - (B) Whether less than three or more than two small business concerns were solicited.
 - (C) The reason for non-solicitation of small business if such was the case.
 - (D) The reason for small business failure to receive the award if such was the case when small business was solicited.

The records maintained in accordance with (iii) above may be in such form as the Contractor may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division to the Contractor's cognizant small business liaison officer. Such quarterly summaries will be considered to be management records only and need not be submitted routinely to the Government; however, records maintained pursuant to this clause will be kept available for review.

- (5) Notify the Contracting Officer before soliciting bids or quotations on any subcontract (including purchase orders) in excess of \$10,000 if (i) no small business concern is to

Modification No. 32
Supplemental Agreement to
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SYLVANIA ELECTRIC PRODUCTS INC.

be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this Contract. Such notice will state the Contractor's reasons for non-solicitation of small business concerns, and will be given as early in the procurement cycle as possible so that the Contracting Officer may give SBA timely notice to permit SBA a reasonable period to suggest potentially qualified small business concerns through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the Contract.

- (6) Include the Utilization of Small Business Concerns clause in subcontracts which offer substantial small business subcontracting opportunities.
- (7) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's subcontracting procedures and practices that the Contracting Officer may from time to time conduct.
- (8) Submit such information on subcontracting to small business concerns as is called for by the Contracting Officer.
- (b) A "small business concern" is a concern that meets the pertinent criteria established by the Small Business Administration and set forth in Section 1-1.701 of the Federal Procurement Regulations.
- (c) The Contractor agrees that, in the event he fails to comply with his contractual obligations concerning the small business subcontracting program, this Contract may be terminated, in whole or in part, for default.
- (d) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 and which contains the Utilization of Small Business Concerns clause, provisions which shall conform substantially to the language of this clause, including this paragraph (d), and to notify the Contracting Officer of the names of such subcontractors."

"24. LABOR SURPLUS AREA SUBCONTRACTING PROGRAM

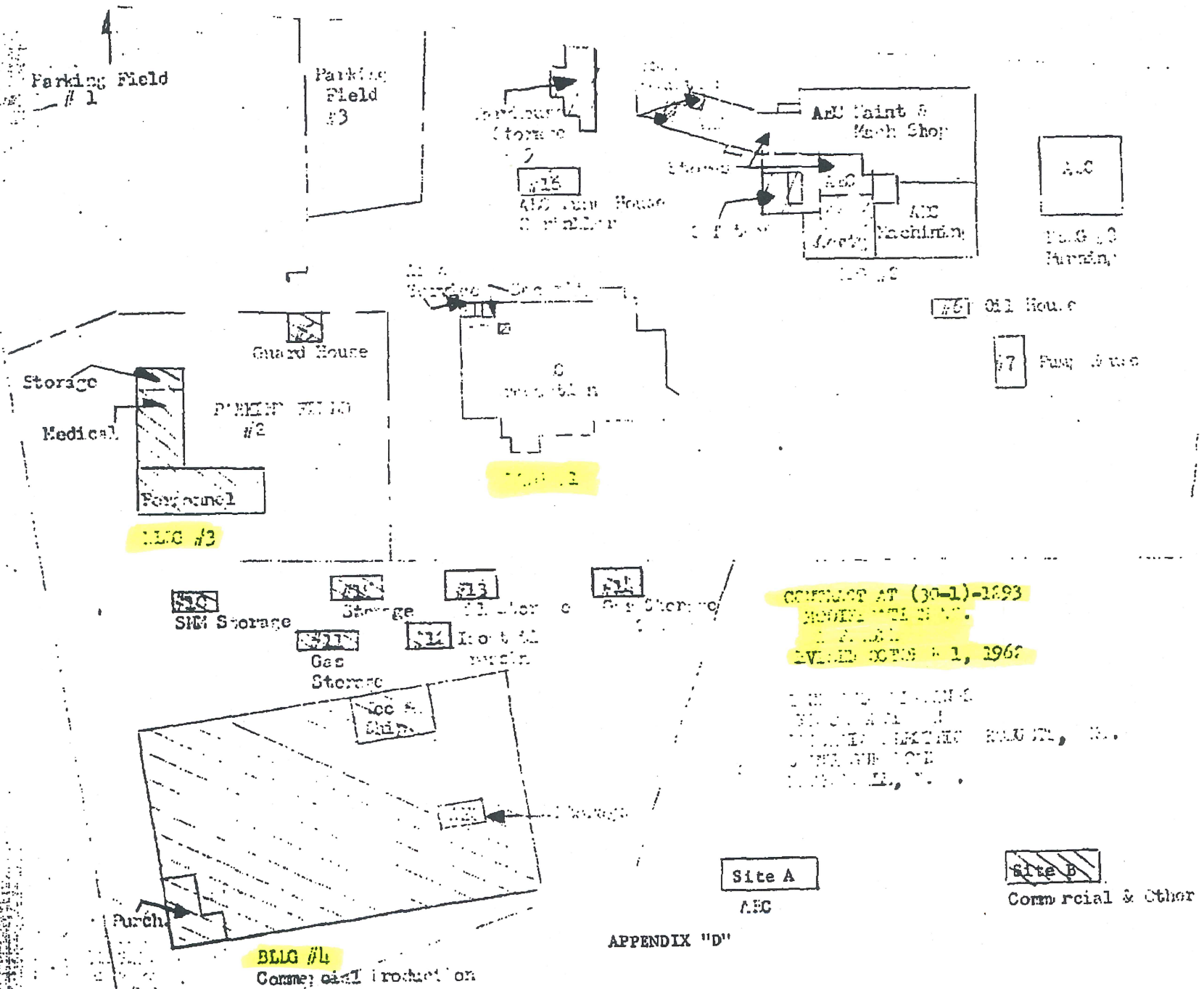
- "(a) The Contractor agrees to establish and conduct a program which will encourage labor surplus area concerns to compete for subcontracts within their capabilities. In this connection, the Contractor shall:

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- (1) Designate a liaison officer who will (i) maintain liaison with duly authorized representatives of the Government on labor surplus area matters, (ii) supervise compliance with the Utilization of Concerns in Labor Surplus Areas clause, and (iii) administer the Contractor's "Labor Surplus Area Subcontracting Program;"
 - (2) Provide adequate and timely consideration of the potentialities of labor surplus area concerns in all "make-or-buy" decisions;
 - (3) Assure that labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of labor surplus area concerns;
 - (4) Maintain records showing procedures which have been adopted to comply with the policies set forth in this clause; and
 - (5) Include the Utilization of Concerns in Labor Surplus Areas clause in subcontracts which offer substantial labor surplus area subcontracting opportunities.
- (b) A "labor surplus area concern" is a concern which will perform, or cause to be performed, a substantial proportion of any contract awarded to it in "Areas of Substantial Labor Surplus" (also called "Areas of Substantial Unemployment"), as designated by the Department of Labor. A concern shall be deemed to perform a substantial proportion of a contract in a labor surplus area if the costs that the concern will incur on account of manufacturing or production performed in persistent or substantial labor surplus areas (by itself or its first-tier subcontractors) amount to more than 50 percent of the price of such contract.
- (c) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 and which contains the Utilization of Concerns in Labor Surplus Areas clause, provisions which shall conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of such subcontractors."

10. All other terms and conditions of the Contract remain unchanged.

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UNITED STATES ATOMIC ENERGY COMMISSION
Savannah River Operations Office
FINDINGS AND DETERMINATION

AUTHORIZATION FOR MODIFICATION OF COST-PLUS-FIXED-FEE CONTRACT


SYLCOR DIVISION
SYLVANIA ELECTRIC PRODUCTS INC.
Contract No. AT(30-1)-1293
Modification No. 31

The Atomic Energy Commission proposed to modify its cost-plus-fixed-fee contract with Sylcor Division, Sylvania Electric Products Inc. to define the scope of work to be performed by the Contractor during the period April 1 through September 30, 1962. The total estimated cost of the work under the Contract during this period is \$1,828,791 of which \$101,691 represents the fixed fee.

I hereby find that a modification to the cost-plus-fixed-fee type contract is necessary for the following reasons:

1. Specifications for the production of metal units are not sufficiently definitive to permit entering an immediate unit-price arrangement.
2. Program requirements are subject to immediate change.
3. Continuous process development is required.
4. The estimated costs under this modification are considered to be reasonable.
5. The proposed fixed fee of \$101,691 averages six per cent of the estimated cost fee base, is within the AEC fee curve limits, and is considered fair and equitable.

Upon the basis of the findings set forth above, I hereby determine that it is impracticable to secure services of the kind and quality desired without the use of a cost-plus-fixed-fee Supplemental Agreement, and I hereby authorize the use of said Supplemental Agreement.

By: 
R. C. Blair, Manager
Title: Savannah River Operations Office
Date: MAY 1 9 1962

UNITED STATES ATOMIC ENERGY COMMISSION
Savannah River Operations Office

Modification No. 31
Supplemental Agreement to
Contract AT(30-1)-1293
SYLVANIA ELECTRIC PRODUCTS INC.

CONTRACTOR Sylvania Electric Products Inc.
Ricksville, Long Island, New York

SUPPLEMENTAL AGREEMENT TO Amend the scope of work and revise the
estimated cost and fixed fee.

EFFECTIVE DATE April 1, 1962

RECAPITULATION OF REVISED COSTS AND COMMISSION OBLIGATION

	<u>SROO</u>	<u>NYOO</u>	<u>TOTAL</u>
Previous Direct Cost (Modification No. 30)	\$17,526,429	\$3,951,805	\$21,478,234
This Modification (Net Increase)	<u>1,717,918</u>	<u>-0-</u>	<u>1,717,918</u>
New Total Direct Cost	<u>\$19,244,347</u>	<u>\$3,951,805</u>	<u>\$23,196,152</u>
Previous Fixed Fee (Modification No. 30)	\$ 1,016,949	\$ 172,150	\$ 1,189,099
This Modification (Net Increase)	<u>101,691</u>	<u>-0-</u>	<u>101,691</u>
New Total Fixed Fee	<u>\$ 1,118,640</u>	<u>\$ 172,150</u>	<u>\$ 1,290,790</u>
Total Estimated Cost and Fixed Fee	<u>\$20,362,987</u>	<u>\$4,123,955</u>	<u>\$24,486,942</u>
Total Amount Obligated as of April 1, 1962			<u>\$24,486,942</u>

A. E. P. 1293

UNITED STATES ATOMIC ENERGY COMMISSION
Savannah River Operations Office

Modification No. 31
Supplemental Agreement to
Contract No. AT(30-1)-1293
SYLVANIA ELECTRIC PRODUCTS INC.

THIS SUPPLEMENTAL AGREEMENT, entered into this 31st day of May, 1962, effective April 1, 1962, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), as represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter referred to as the "Commission"), and SYLVANIA ELECTRIC PRODUCTS INC. (hereinafter referred to as the "Contractor"):

WITNESSETH THAT:

WHEREAS, as of the 10th day of December, 1951, the Government and the Contractor entered into Contract AT(30-1)-1293 for the performance by the Contractor of certain work for the Government involving the use and occupancy of the land and buildings of the Contractor on Cantiague Road in Hicksville, Long Island, New York; and

WHEREAS, said Contract has heretofore been amended from time to time and the parties desire to further amend said Contract to revise the scope of work and certain terms and conditions as hereinafter set forth; and

WHEREAS, this Supplemental Agreement is authorized by the Atomic Energy Act of 1954, as amended:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Appendix "B" Modification No. 29, Contract AT(30-1)-1293 is revised as of April 1, 1962, and is attached hereto and made a part hereof.
2. Paragraph 1., Estimate of Cost and Fixed Fee, of ARTICLE IV - ESTIMATES OF COSTS, OBLIGATION OF FUNDS, AND FIXED FEE, is revised to read as follows:
 - "1. Estimate of Cost and Fixed Fee. The presently estimated cost of the work under this Contract is \$23,196,152, exclusive of the Contractor's fixed fee. The Contractor's fixed fee, as set forth in paragraph 2., Article V, of the Contract is \$1,290,790. The estimated cost of the work, as described in paragraph 1. of the Article, entitled, SCOPE OF WORK, for the period April 1, 1962, to September 30, 1962, is \$1,727,100, exclusive of the Contractor's fixed fee of \$101,691."
3. In paragraph 2., Obligation of Funds, of ARTICLE IV - ESTIMATES OF COST, OBLIGATION OF FUNDS, AND FIXED FEE, delete the figure, "\$22,667,333" and substitute therefor the figure "\$24,486,942."

Modification No. 31
Supplemental Agreement to
Contract No. AT(30-1)-1293
SYLVANIA ELECTRIC PRODUCTS INC.

4. The following new subparagraph (c) is added to paragraph 2., Fixed Fee, of ARTICLE V - ALLOWABLE COST AND FIXED FEE:

"(c) The fixed fee applicable to work performed during the period April 1, 1962, to September 30, 1962, is \$101,691."

5. The following new subparagraph (c) is added to paragraph 2., Payment of Fixed Fee, of ARTICLE VI - PAYMENTS:

"(c) For the period April 1, 1962, through September 30, 1962, ninety per cent (90%) of the fixed fee of \$101,691 shall become due and payable in monthly installments of \$15,254."

6. Paragraphs 1. and 2. of Article IX - PATENTS, are revised to read as follows:

- "1. Whenever any invention or discovery is made or conceived by the Contractor or its employees in the course of or under this Agreement, the Contractor shall furnish the Commission with complete information thereon; and the Commission shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title and rights under any application or patent that may result; provided, however, that with respect to such inventions or discoveries made or conceived in the course of, or under, the terms of paragraph 1. of Article I, the Contractor, in any event, shall retain at least a nonexclusive, irrevocable, royalty-free license under said invention, discovery, application, or patent, such license being limited to the manufacture, use and sale for purposes other than use in the production or utilization of special nuclear material or atomic energy. Subject to the license retained by the Contractor, as provided in this Article, the judgment of the Commission on these matters shall be accepted as final; and the Contractor, for itself and for its employees, agrees that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Commission.
- "2. No claim for pecuniary award or compensation under the provisions of the Atomic Energy Acts of 1946 and 1954 shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of or under this Agreement."

Modification No. 31
 Supplemental Agreement to
 Contract No. AT(30-1)-1293
 SYLVANIA ELECTRIC PRODUCTS INC.

8. All other terms and conditions of the Contract remain unchanged.

IN WITNESS WHEREOF the parties hereto have executed this Modification as of the day and year first above written.

UNITED STATES OF AMERICA
 BY: U. S. ATOMIC ENERGY COMMISSION

BY: [Signature]

R. C. Blair, Manager

TITLE: Savannah River Operations Office

WITNESSES:

[Signature]

Hicksville Ny
 (Address)

Barbara Ann Zito

Hicksville N.Y.
 (Address)

SYLVANIA ELECTRIC PRODUCTS INC.

BY: [Signature]

D. B. Metz

TITLE: Manufacturing Manager
Sylcor Division

I, J. M. Tack, certify that I am Dist. Manager
 of Sylvania Electric Products Inc., named above; that D. B. Metz
 who signed this Agreement on behalf of said corporation, was then Mfg. Mgr.
Sylcor Div. of said corporation; and that this Agreement was duly
 signed for and in behalf of said corporation by authority of its governing body
 and within the scope of its corporate powers.

WITNESS my hand and seal of said corporation this 16 day of May, 1962.

By: [Signature]

CORPORATE SEAL

U. S. ATOMIC ENERGY COMMISSION
Savannah River Operations Office

Question 3

Note: entire doc responsive

Modification No. 38
Supplemental Agreement to
Contract AT(30-1)-1293
SYLVANIA ELECTRIC PRODUCTS INC.

THIS SUPPLEMENTAL AGREEMENT, entered into the 14th day of October, 1964, effective August 1, 1964, unless otherwise hereinafter specifically provided, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government") as represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter referred to as the "Commission") and SYLVANIA ELECTRIC PRODUCTS INC. (hereinafter referred to as the "Contractor"):

WITNESSETH THAT:

WHEREAS, as of the 10th day of December 1951, the Commission and the Contractor entered into Contract AT(30-1)-1293 for the performance by the Contractor of certain work for the Commission; and

WHEREAS, said Contract has heretofore been amended from time to time and the parties desire to further amend said Contract to revise the scope of work and to amend certain other provisions of the Contract as hereinafter set forth; and

WHEREAS, this Supplemental Agreement is authorized by the Atomic Energy Act of 1954, as amended;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Paragraph 1., Estimate of Cost and Fixed Fee, of Article IV - ESTIMATES OF COSTS, OBLIGATIONS OF FUNDS AND FIXED FEE, is revised to read as follows:
 - "1. Estimate of Cost and Fixed Fee. The presently estimated cost of the work under this Contract is \$29,279,218, exclusive of the Contractor's fixed fee. The Contractor's fixed fee as set forth in paragraph 2. of Article V of the Contract is \$1,637,581. The estimated cost of the work as described in paragraph 1. of the Article entitled Scope of Work for the period October 1, 1963, to September 30, 1964, is \$2,556,055, exclusive of the Contractor's fixed fee of \$148,966."
2. In paragraph 2., Obligation of Funds, of Article IV - ESTIMATES OF COST, OBLIGATION OF FUNDS, AND FIXED FEE, the figure "\$30,934,554" is deleted and the figure "\$30,916,799" is substituted therefor.
3. Subparagraph (e) of paragraph 2., Fixed Fee, of Article V - ALLOWABLE COST AND FIXED FEE, is revised to read as follows:
 - "(e) The fixed fee applicable to the work performed during the period October 1, 1963, to September 30, 1964, is \$148,966."

Modification No. 38
 Supplemental Agreement to
 Contract AT(30-1)-1293
 SYLVANIA ELECTRIC PRODUCTS INC.

4. Subparagraph (e) of paragraph 2., Payment of Fixed Fee, of Article VI - PAYMENTS, is revised to read as follows:

"(e) For the period October 1, 1963, through September 30, 1964, ninety percent (90%) of the fixed fee of \$148,996 shall become due and payable in monthly installments as follows:

October 1963 - December 1963	\$13,883
January 1964 - May 1964	9,963
June 1964 - July 1964	10,811
August 1964 - September 1964	10,492

5. Appendix "B" Modification No. 29, Contract AT(30-1)-1293, revised August 1, 1964, under Modification No. 38, is attached hereto and made a part hereof.
6. All other terms and conditions of the Contract remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the day and year first above written.

UNITED STATES OF AMERICA
 BY: U. S. ATOMIC ENERGY COMMISSION

BY: [Signature]

TITLE: [Signature]

WITNESSES:

[Signature]
[Signature]
 (Address)

[Signature]
[Signature]
 (Address)

SYLVANIA ELECTRIC PRODUCTS INC.

BY: [Signature]

D. B. Metz

TITLE: Manufacturing Manager
 Sylcor Div.

Modification No. 38
Supplemental Agreement to
Contract AT(30-1)-1293
SYLVANIA ELECTRIC PRODUCTS INC.

I, J. M. TOOTH, certify that I am ASSI. SECRETARY
of Sylvania Electric Products Inc., named above; that D. B. METZ
who signed this Agreement on behalf of said corporation, was then MFG. MGR
Byron D. of said corporation, and that this Agreement was
duly signed for and in behalf of said corporation by authority of its governing
body and within the scope of its corporate powers.

Witness my hand and seal of said corporation this 2nd day of OCTOBER,
1964.

(CORPORATE SEAL)

John D. ...

SOURCE: Index 3
Responsive Record 13
12/6/65

V38C	
1st Review Date: 4/28/64	Determination (Article Number)
Authority: <input type="checkbox"/> ADC <input checked="" type="checkbox"/> ADD	1. Classification Unchanged
Name: R. Collins	2. Classification Changed to
2nd Review Date: 4/28/64	3. Classification Canceled
Authority: ADD	4. Other: CG-AMP 2
Name: M. M.	9/60

APPENDIX "B" TO MODIFICATION NO. 29
CONTRACT NO. AT(30-1)-1293
REVISED OCTOBER 1, 1964, UNDER
MODIFICATION NO. 39

As provided for in paragraph 1. of Article I of Modification No. 29 of Contract No. AT(30-1)-1293, this Appendix "B" describes the scope of work to be performed by the Contractor during the period October 1, 1964, through September 30, 1965.

Questions 5 & 7

1. PRODUCTION

A. MARK V-B AND MARK V-E (Inner Fuel)

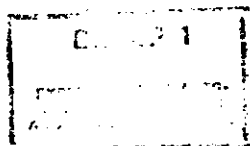
The Contractor shall manufacture and furnish to the Commission Mark V-B and Mark V-E slugs at monthly tonnages as follows:

	Mark V-B (Tons) Integral Rib	Mark V-E (Tons) Integral Rib
October 1964	21	26
November 1964	18	22
December 1964	19	23
January 1965	19	23
February 1965	19	23
March 1965	22	27
April 1965	20	24
May 1965	19	23
June 1965	21	25
July 1965	12	13
August 1965	19	24
September 1965	19	23

B. EXTENDED LENGTH MARK V-B SLUGS

Undertake the canning of 560 sets of extended length Mark V-B slugs for delivery in accordance with the following schedule:

75 sets by October 19, 1964
175 sets by December 14, 1964
310 sets by February 28, 1965



Copy 9A+10A destroyed
7/27/66

SROO Response to
FOIA (SR) - 04-028

Question 3

U. S. ATOMIC ENERGY COMMISSION
Savannah River Operations Office

Modification No. 39
Supplemental Agreement to
Contract AT(30-1)-1293
SYLVANIA ELECTRIC PRODUCTS INC.

CONTRACTOR : Sylvania Electric Products Inc.
Hicksville, Long Island, New York

SUPPLEMENTAL AGREEMENT: Amend scope of work and other provisions of the
Contract

EFFECTIVE DATE : October 1, 1964

RECAPITULATION OF REVISED COSTS AND COMMISSION OBLIGATION

	<u>Modification No. 38</u>	<u>Increase (Decrease)</u>	<u>Modification No. 39</u>
Operating Cost	\$29,070,651	\$1,439,591	\$30,510,242
Plant and Capital Equipment (Beginning July 1, 1963)	208,567	82,722	291,289 <u>a/</u>
Fixed Fee (Operations)	<u>1,637,581</u>	<u>91,415</u>	<u>1,728,996</u>
Total Estimated Cost and Fixed Fee	<u>\$30,916,799</u>	<u>\$1,613,728</u>	<u>\$32,530,527</u>
Commission Obligation			<u>\$32,515,527</u>

a/ Includes \$15,000 for first quarter FY 1966 authorizations not to be obligated in FY 1965.

U. S. ATOMIC ENERGY COMMISSION
Savannah River Operations Office

Modification No. 39
Supplemental Agreement to
Contract AT(30-1)-1293
SYLVANIA ELECTRIC PRODUCTS INC.

THIS SUPPLEMENTAL AGREEMENT, entered into the 24th day of November, 1964, effective October 1, 1964, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government") as represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter referred to as the "Commission") and SYLVANIA ELECTRIC PRODUCTS INC. (hereinafter referred to as the "Contractor"):

WITNESSETH THAT:

WHEREAS, as of the 10th day of December 1951, the Commission and the Contractor entered into Contract AT(30-1)-1293 for the performance by the Contractor of certain work for the Commission; and

WHEREAS, said Contract has heretofore been amended from time to time and the parties desire to further amend said Contract to revise the scope of work and to amend certain other provisions of the Contract as hereinafter set forth; and

WHEREAS, this Supplemental Agreement is authorized by the Atomic Energy Act of 1954, as amended;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. In paragraph 1., Term, of Article III - TERM, EXPIRATION AND TERMINATION, the date "September 30, 1964," is deleted and the date "September 30, 1965," is substituted therefor.
2. Paragraph 1., Estimate of Cost and Fixed Fee, of Article IV - ESTIMATES OF COSTS, OBLIGATION OF FUNDS AND FIXED FEE, is revised to read as follows:
 - "1. Estimate of Cost and Fixed Fee. The presently estimated cost of the work under this Contract is \$30,801,531, exclusive of the Contractor's fixed fee. The Contractor's fixed fee as set forth in paragraph 2., of Article V of the Contract is \$1,728,996. The estimated cost of the work, as described in paragraph 1. of the Article entitled Scope of Work, for the period October 1, 1964, to September 30, 1965, is \$1,563,980, exclusive of the Contractor's fixed fee of \$91,415."
3. In paragraph 2., Obligation of Funds, of Article IV - ESTIMATE OF COST, OBLIGATION OF FUNDS, AND FIXED FEE, the figure "\$30,916,799" is deleted and the figure "\$32,515,527" is substituted therefor.

Question 2

Modification No. 39
 Supplemental Agreement to
 Contract AT(30-1)-1293
 SYLVANIA ELECTRIC PRODUCTS INC.

4. The following new subparagraph (f) is added to paragraph 2., Fixed Fee, of Article V - ALLOWABLE COST AND FIXED FEE:

"(f) The fixed fee applicable to work performed during the period October 1, 1964, to September 30, 1965, is \$91,415."

5. The following new subparagraph (f) is added to paragraph 2., Payment of Fixed Fee, of Article VI - PAYMENTS:

"(f) For the period October 1, 1964, through September 30, 1965, ninety percent (90%) of the fixed fee of \$91,415 shall become due and payable in monthly installments of \$6,856."

6. Appendix "B" Modification No. 29, as amended, is further amended as of October 1, 1964, and is attached hereto and made a part hereof.

7. All other terms and conditions of the Contract remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the day and year first above written.

UNITED STATES OF AMERICA
 BY: U. S. ATOMIC ENERGY COMMISSION

BY: 

TITLE: Secretary, U.S. Atomic Energy Commission

WITNESSES:

Grace Golden
Hecksville R9 ny
 (Address)

Mary D. Stigler
Hecksville R9
 (Address)

SYLVANIA ELECTRIC PRODUCTS INC.

BY: 

TITLE: W. R. Mandaro
Manufacturing Manager
Sylcor Division

Modification No. 39
Supplemental Agreement to
Contract AT(30-1)-1293
SYLVANIA ELECTRIC PRODUCTS INC.

I, J. M. Teeher, certify that I am Asst. Secretary
of Sylvania Electric Products Inc., named above; that W. R. MANDARO
who signed this Agreement on behalf of said corporation, was then ATG MGR
SYLVANIA DIVISION of said corporation, and that this Agreement was duly
signed for and in behalf of said corporation by authority of its governing body
and within the scope of its corporate powers.

Witness my hand and seal of said corporation this 9th day of November
1964.

J. M. Teeher

(CORPORATE SEAL)

U. S. ATOMIC ENERGY COMMISSION
Savannah River Operations Office

Question 3

Note: entire doc responsive

Modification No. 42
Supplemental Agreement to
Contract No. AT(30-1)-1293
SYLVANIA ELECTRIC PRODUCTS INC.

THIS SUPPLEMENTAL AGREEMENT, entered into the 15th day of December, 1965, effective October 1, 1965, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government") as represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter referred to as the "Commission") and SYLVANIA ELECTRIC PRODUCTS INC. (hereinafter referred to as the "Contractor"):

WITNESSETH THAT:

WHEREAS, as of the 10th day of December 1951, the Commission and the Contractor entered into Contract AT(30-1)-1293 for the performance by the Contractor at its Hicksville, Long Island, Plant of certain work for the Commission; and

WHEREAS, said Contract has heretofore been amended from time to time to revise the scope of work and other provisions therein; and

WHEREAS, the Contract, as so amended and revised, now provides in Article VII - GOVERNMENT PROPERTY, that there shall be no charge to the Government for the storage of Government-owned property at the Contractor's Hicksville Plant for a period of 120 days after expiration of said Contract and in Article III - TERM, EXPIRATION AND TERMINATION, that upon expiration, the Contractor shall: (1) discontinue work thereunder, and (2) take such other action as may be required under the provisions of the Contract and subject to the approval of the Commission, such other action as may be appropriate; and

WHEREAS, said Contract expired on September 30, 1965, and the parties thereto now desire to make a written record of the appropriate work which it has been agreed shall be performed by the Contractor within 120 days after such expiration and of the terms and conditions under which such work will be performed; and

WHEREAS, this Modification has been prepared for the purpose of amending the parties' Agreement as aforesaid and for no other purpose.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. That within a period of 120 days beginning October 1, 1965, the Contractor shall perform the following work at its Hicksville Plant.

(a) Furnish or cause to be furnished all personnel, equipment, tools, and materials necessary to decontaminate the entire AT(30-1)-1293 Contract area at Sylcor's Hicksville, New York, facility including the demolition of Building No. 8. Said buildings and ground areas shall be decontaminated to 2000 dpm/100 sq. cms. (disintegrations per minute per 100 square centimeters) fixed alpha and 100 dpm/100 sq. cms. removable alpha.

Question 13

A. E. C. FILE COPY

Modification No. 42
Supplemental Agreement to
Contract No. AT(30-1)-1293
SYLVANIA ELECTRIC PRODUCTS INC.

- (b) Prepare, crate, and effect the shipment of Government property as directed by the Commission.
 - (c) Perform such accounting work in connection with the above as may be requested by the Commission.
2. As full and complete compensation for the work performed by the Contractor as provided in 1. above, the Government shall pay the Contractor:
- (a) For repair of damages caused to the Contractor's property by the removal of Government-owned property therefrom, the fixed sum of \$ -0- payable upon final financial settlement of this Contract.
 - (b) For all work except that referred to in (a) hereof performed by the Contractor pursuant to 1. above, the following:
 - (1) Direct labor and salaries at an actual cost basis, based on time records maintained by the Contractor. In addition, a fixed rate of 20% of direct labor and salaries shall be paid for fringe benefits and payroll taxes. These amounts shall be paid monthly as incurred and invoiced.
 - (2) Heat, lights, utility services, and miscellaneous materials used by the Contractor in the performance of work on an actual cost basis, payable monthly as incurred and invoiced.
 - (3) Decontamination of the Plant at a subcontract amount approved by the Contracting Officer, payable monthly as incurred and invoiced.
 - (4) For Hicksville Plant indirect expense (including management, accounting and all other overhead) plus home office general and administrative expense (corporate level), a fixed amount of \$5,030, payable when invoiced as follows: at October 31 - \$3,030; at November 30 - \$1,000; at December 31 - \$1,000.
 - (5) A fixed fee of \$1,360, payable when invoiced as follows: at October 31 - \$686; at November 30 - \$687; at December 31 - \$487.
3. Payments as provided in paragraph 2. above shall be made from obligated funds remaining available under this Contract as of September 30, 1965.
4. That this modification does not alter and shall not be interpreted to alter, change or modify in any respect the rights, duties and responsibilities of the parties as they existed on September 30, 1965, the date of the expiration of Contract AT(30-1)-1293.

Modification No. 42
 Supplemental Agreement to
 Contract No. AT(30-1)-1293
 SYLVANIA ELECTRIC PRODUCTS INC.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the day and year first above written.

UNITED STATES OF AMERICA
 BY: U. S. ATOMIC ENERGY COMMISSION

BY: [Signature]
 R. C. Blair, Manager
 TITLE: Savannah River Operations Office

WITNESSES:

[Signature]
[Signature]
 (Address)
[Signature]
[Signature]
 (Address)

SYLVANIA ELECTRIC PRODUCTS INC.

BY: [Signature]
 W. R. Mandaro
 TITLE: Manufacturing Manager
Sylcor Division

I, J. M. Tice, certify that I am Assistant Secretary of Sylvania Electric Products Inc., named above; that W. R. Mandaro who signed this Agreement on behalf of said corporation, was then MEB-1460 Sylcor Division of said corporation, and that this Agreement was duly signed for and in behalf of said corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and seal of said corporation this 6th day of December, 1965.

(CORPORATE SEAL)

[Signature]

UNITED STATES ATOMIC ENERGY COMMISSION

FINDINGS AND DETERMINATION

The Atomic Energy Act of 1954, as amended

Findings

In accordance with the requirements of the Atomic Energy Act of 1954, as amended, I make the following findings:

- Question 2
1. During the past thirteen years, Sylcor Division has operated its Hicksville plant under a cost-plus-fixed-fee type contract with the Commission for the primary performance of canning uranium slugs for the Savannah River Plant reactor use. The land and buildings at the Hicksville plant are owned by Sylcor; however, the equipment utilized in performing this contract work is owned by the Commission, and is used exclusively on Commission work.
 2. The Commission has a continuing need for fuel elements for the SRP reactors.
 3. Specifications for the production of the fuel elements are not sufficiently definitive to permit entering into a fixed unit price arrangement.
 4. Program requirements are subject to immediate change.

Determination

Based upon the foregoing findings, I hereby determine that it is impracticable to secure services of the kind and quality desired without the use of a cost-plus-fixed-fee supplemental agreement, and I hereby authorize the use of said supplemental agreement.

BY: H. L. Kilburn
TITLE: act'g Mgr. SRP
DATE: 10/26/64

U. S. ATOMIC ENERGY COMMISSION
Savannah River Operations Office

Question 3

Note: entire doc responsive

Modification No. 43
Supplemental Agreement to
Contract No. AT(30-1)-1293
SYLVANIA ELECTRIC PRODUCTS INC.

THIS SUPPLEMENTAL AGREEMENT, entered into the 14th day of January, 1966, effective December 16, 1965, except as otherwise hereinafter specifically provided, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government") as represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter referred to as the "Commission") and SYLVANIA ELECTRIC PRODUCTS INC. (hereinafter referred to as the "Contractor"):

WITNESSETH THAT:

WHEREAS, as of the 10th day of December 1951, the Commission and the Contractor entered into Contract AT(30-1)-1293 for the performance by the Contractor at its Hicksville, Long Island, Plant of certain work for the Commission; and

WHEREAS, said Contract has heretofore been amended from time to time and so amended and revised expired on September 30, 1965; and

WHEREAS, prior to the expiration of said Contract, the parties had informally agreed on an amendment to paragraph 2, Article VIII - SETTLEMENT OF GOVERNMENT INVESTMENT IN IMPROVEMENTS, of said Contract but inadvertently neglected to include such an agreement in a formal amendment to the Contract; and

WHEREAS, during the term of said Contract, certain improvements were made at the expense of the Government to the lands and buildings of the Contractor at its Plant on Cantiague Road, and the parties, following expiration of said Contract and acting pursuant to the provisions of Article VIII of said Contract, have agreed on the "appraised value in place," the "appraised net salvage value" and the "mutually agreed value" of said improvements; and

WHEREAS, within 120 days following the expiration of said Contract, the Government, pursuant to provisions of Article VII - GOVERNMENT PROPERTY, thereof, removed certain Government-owned equipment and supplies from the Contractor's Plant located on Cantiague Road, Hicksville, Long Island, and in the process of such removal damaged buildings of the Contractor; and

WHEREAS, this Modification has been prepared for the sole purpose of formalizing the parties' agreement with respect to matters referred to in the three preceding clauses.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. E. C. FILE COPY

Modification No. 43
Supplemental Agreement to
Contract No. AT(30-1)-1293
SYLVANIA ELECTRIC PRODUCTS INC.

1. Effective September 22, 1965, paragraph 2, Article VIII - SETTLEMENT OF GOVERNMENT INVESTMENT IN IMPROVEMENTS, is amended to read as follows:

"Upon termination or expiration of this Agreement, the appraised net salvage value of the improvements shall be determined by mutual agreement of the parties following separate appraisals to be made by an appraiser to be selected by the Government and an appraiser to be selected by the Contractor. Promptly following determination of the appraised value in place and the appraised net salvage value, the Contractor shall in good faith further negotiate with and pay to the Government an amount equal to the mutually agreed value of such improvements. The mutually agreed value shall be determined after giving full consideration to the appraised value in place and the current value to the Contractor of such improvements. In no event shall the mutually agreed value be less than the appraised net salvage value of the improvements. Failure to agree upon either the appraised value in place, the appraised net salvage value, or the mutually agreed value to the foregoing provisions of this article shall be considered a dispute to be settled in accordance with the general provisions of this Contract entitled Disputes."
2. In the interest of arriving at a mutual agreement with respect to matters listed in 3, 4, and 5 below, the Contractor does hereby withdraw its claim against the Government for reimbursement for damages occurring to its property by the removal of Government-owned equipment at its Plant on Cantiague Road, Hicksville, Long Island, and does hereby release the Government from any further and all obligations for repairs, restoration and/or damages to such property.
3. The Government-owned improvements described in Exhibit "A," attached hereto and made a part hereof, have an "appraised net salvage value" of \$1,700 and an "appraised value in place" of \$25,000.
4. The Contractor agrees to pay to the Government for the improvements described in Exhibit "A," attached hereto, the sum of \$10,000, which sum is the amount determined by the parties to be the mutually agreed value of said improvements, after giving full consideration to the current value to the Contractor of such improvements and the release by the Contractor of the Government from any further obligations for repairs, restoration and/or damages to the Contractor's property as provided in 2. above.
5. Nothing contained herein shall be deemed to prejudice the other rights and obligations of the parties hereto as they existed as of the effective date of this amendment.

Modification No. 43
 Supplemental Agreement to
 Contract No. AT(30-1)-1293
 SYLVANIA ELECTRIC PRODUCTS INC.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the day and year first above written.

UNITED STATES OF AMERICA
 BY: U. S. ATOMIC ENERGY COMMISSION
 BY: H. L. Kilburn
 H. L. Kilburn, Deputy Manager
 TITLE: Savannah River Operations Office

WITNESSES:

W. R. Mandaro
Wicksville, N. Y.
 (Address)
M. Stiglich
Wicksville, N. Y.
 (Address)

SYLVANIA ELECTRIC PRODUCTS INC.
 BY: W. R. Mandaro
 W. R. Mandaro
 TITLE: Manufacturing Manager
Sylcor Div.

I, W. R. Mandaro, certify that I am W. R. Mandaro
W. R. Mandaro of Sylvania Electric Products Inc., named above; that
W. R. Mandaro who signed this Agreement on behalf of said
 corporation, was then W. R. Mandaro of said corporation,
 and that this Agreement was duly signed for and in behalf of said corporation
 by authority of its governing body and within the scope of its corporate powers.

Witness my hand and seal of said corporation this 7th day of June,
 1966.

(CORPORATE SEAL)

EXHIBIT "A"IMPROVEMENTS TO PROPERTY CONTRACT AT(30-1)-1293

<u>Asset No.</u>	<u>Description</u>	<u>Location</u>	<u>Date Acquired</u>	<u>First Cost Est.</u>	<u>Net Book Value @ 6/30/65</u>
<u>BUILDINGS, HICKSVILLE REHABILITATION</u>					
3478	Install Glass and Security Windows	Bldgs. 1 & 2		\$ 3,916	
	Construct Gas House	Stockagde Area		1,519	
	Heat and Ventilation	Bldgs. 1 & 2		13,053	
	Electricity Installations	Bldgs. 1 & 2		171,224	
	Undergrd Tele & Elec Duct Lines	Bldgs. 1 & 2		1,089	
	Addl.-Cafeteria	Bldgs. 1 & 2		3,750	
	Trenching & Pits (Inside Lines)	Bldg. 1		9,209	
	Quality Control Room	Bldg. 1		1,236	
	Fire Protection System	Bldgs. 1 & 2		22,050	
	Roofing & Roof Monitor	Bldgs. 1 & 2		21,525	
	Fence	Bldg. 1 (Adjacent)		5,276	
			TOTAL	\$253,847	
<u>FENCES</u>					
2002	Chain Link w/16" Gate	Rear Bldg. 1 (Sump)	7/56	\$ 534	\$ 54
3287	400' of 7' Fence w/Gates	Front - Guardhouse	12/53	1,215	652
3289	Security Fence w/Gate	Bldg. 2 Mach. Weld Shop	6/60	557	447
3416	Security Folding Gate	Front - Guardhouse	8/54	165	94
3482	Chain Link Fence	Bldg. 1 Stockade Area	8/59	2,022	825
			TOTAL	\$ 4,513	\$2,072

Question 6

IMPROVEMENTS TO PROPERTY CONTRACT AT(30-1)-1293

<u>Asset No.</u>	<u>Description</u>	<u>Location</u>	<u>Date Acquired</u>	<u>First Cost</u>	<u>Net Book Value @ 6/30/65</u>
<u>BUILDING EQUIPMENT</u>					
1924	Fan, Ceiling Exhaust	Bldg. 2 Mach. Shop	9/56	\$ 191	\$ 32
1925	Fan, Ceiling Exhaust	Bldg. 2 Mach. Shop	9/56	191	32
1926	Fan, Ceiling Exhaust	Bldg. 2 Mach. Shop	9/56	191	32
1927	Fan, Ceiling Exhaust	Bldg. 2 AEC Metal Rm.	9/56	191	32
2035	Fan, Ceiling Exhaust	Bldg. 2 Cafeteria	6/56	319	-0-
2036	Fan, Ceiling Exhaust	Bldg. 2 Cafeteria	6/56	319	-0-
2556	Roof Ventilator	Bldg. 2 AEC Stockrm	12/56	99	-0-
3676	Roof Ventilator	Bldg. 2 Cafeteria	8/61	284	166
3677	Roof Ventilator	Bldg. 2 Cafeteria	8/61	285	168
2092	Fountain, Wash, Circular	Bldg. 1 Prod. Washrm	10/56	240	32
3277	Fountain, Wash, Circular	Bldg. 1 Prod. Washrm	7/60	253	131
3278	Fountain, Wash, Circular	Bldg. 2 Prod. Mch. Washrm	7/60	179	85
3279	Fountain, Wash, Circular	Bldg. 2 Prod. Mch. Washrm	7/60	178	84
2180	Fountain, Wash, Circular	Bldg. 2 Mach. Shop Washrm	11/56	240	32
TOTAL				\$3,160	\$ 826
<u>WALKS, PADS, PARKING FIELD</u>					
3492	Parking Field #2	Park. Area Bldg. 3	12/56	\$8,070	\$1,169
3493	Poles, Tele. Bumper Guards	Parking Fields	2/57	185	34
TOTAL				\$8,255	\$1,203

IMPROVEMENTS TO PROPERTY CONTRACT AT(30-1)-1293

Asset No.	Description	Location	Date Acquired	First Cost	Net Book Value @ 6/30/65
<u>CHANGES TO BUILDING INTERIOR</u>					
3483	Dustproof Room	Assbly Room Bldg. 1	3/57	\$ 7,473	\$ 3,005
3487	Expand Men's Room	Building 2	8/56	850	101
3488	Expand Accountability Area	Building 1	7/56	5,000	464
3480	Alterations to Cafeteria	Building 2	8/56	2,561	314
3491	Alterations to Chem. Lab.	Building 1	3/53	1,300	-0-
3511	Vent System - Dust Room	Building 1	5/57	714	126
3888	Production Office	Building 1	5/64	1,419	1,251
TOTAL				\$19,317	\$ 5,261
<u>SUMPS, WELLS AND DRAINS</u>					
3481	Cesspool	Behind Bldg. 1 for Process water	6/56	400	42
3484	Clay Pipe Drain	Connecting sumps for Process water	5/56	250	34
3485	Drain System & Tanks	Bldg. 1 - for Process Water	1/58	11,487	2,511
3489	Stone Area	Grade Area North of Sumps	11/57	2,530	1,242
3490	Dry Well & Catch Basin	Drain Water - Storage Area	11/57	600	140
3494	2 Dry Wells & Catch Basin	Between Bldgs. 1 & 3 Parking Lot 2	3/57	1,060	178
3507	Sump	Behind Bldg. 1	10/56	3,250	415
3508	Sump Incl. Test Bore #3495	Behind Bldg. 1	6/56	2,948	328
3733	Filter Basin	Used w/Plating Machine	1/62	840	546
3757	Dry Well	Rear Bldg. 2	12/61	475	303
3883	Dry Well	Stockade	2/64	420	352
3458	Sump w/Fence	Rear Bldg. 2 - Mach. Shop	1/60	1,740	1,425
TOTAL				\$27,000	\$ 7,756

IMPROVEMENTS TO PROPERTY CONTRACT AT(30-1)-1293

<u>Asset No.</u>	<u>Description</u>	<u>Location</u>	<u>Date Acquired</u>	<u>First Cost</u>	<u>Net Book Value @ 6/30/65</u>
3515	<u>AUTOMATIC SPRINKLER SYSTEM</u>				
	1. Pump House	AEC Site	7/60	\$ 5,600	
	2. 150,000 Gallon Storage Tank	AEC Site		12,000	
	3. Hot Water System (Temp. Control)	AEC Site		2,500	
	4. Underground installation 6" & 8" lines, check valves, underground piping, excavating, repaving, etc.			26,350	
	5. Sprinkler overhead pipe system incl. sprinkler heads			<u>32,312</u>	
		TOTAL COST	7/60	\$78,762	\$39,402

IMPROVEMENTS TO PROPERTY CONTRACT AT(30-1)-1293

<u>Asset No.</u>	<u>Description</u>	<u>Location</u>	<u>Date Acquired</u>	<u>First Cost</u>	<u>Net Book Value @ 6/30/65</u>
3053	Air Conditioner)	Bldg. 1 Admin. office	8/57	\$ 795	\$ 376
3683	Cooling Tower)	Bldg. 1 used w/above condi.	9/61	1,867	596
3054	Air Conditioner	Bldg. 2 Acctg. Dept.	8/57	200	94
3250-51	Blower w/Motor	Bldg. 1 - on roof	4/60	846	625
3360	Fan, Ventilating	Bldg. 2 - Roof Maint. Shop	6/57	640	382
3093	Exhaust Fan	Bldg. 1 On roof Chem. Lab.	11/57	1,045	244
3275	Air Conditioner	Bldg. 4 Former Purch. area	7/60	967	644
3459	Air System	Bldg. 1 Exhaust-Plating &	12/59	10,975	8,523
3470	Blowers	Chem. Lines	7/60	414	207
3477	Fan	Bldg. 1 Roof	10/60	873	458
TOTAL				\$18,622	\$12,149

See letter 11/9/65

Question 3

Note: entire doc responsive

APPRAISAL OF AEC FUNDED IMPROVEMENTS
AT SYLVANIA ELECTRIC PRODUCTS INC., PLANT
IN HICKSVILLE, LONG ISLAND, NEW YORK

U. S. ARMY ENGINEER DISTRICT, NEW YORK
CORPS OF ENGINEERS
NEW YORK, NEW YORK

7 OCTOBER 1965

one 12

**REVIEW OF APPRAISAL OF GOVERNMENT FUNDED IMPROVEMENTS
AT PENNSYLVANIA ELECTRIC PRODUCTS INC., PLANT
IN KIRKSVILLE, LONG ISLAND, NEW YORK**


I have reviewed the estimates of net salvage value and value in place as set forth in the subject appraisal dated 18 October 1965.

Engineering estimates supplied by the New York District Engineering Division constitute the basis for the appraisal. Appropriate adjustments were made by the appraiser to reflect a typical purchaser's approach as to the "in place" value of the subject improvements. This approach reflects the appraisers' opinion of their value to the contractor and is reported to represent an interpretation of the contract terms, as outlined in paragraph 3 of the appraisal report, by the Atomic Energy Commission.

There is very little support for the write-down of the electrical installation from the \$25,000 Engineer estimate to the \$15,000 appraisers' opinion reflected in the report. It may well be that the higher figure is more appropriate, at least during initial negotiations.

In my opinion the value estimates otherwise set forth are fair and reasonable under the basic appraisal premises. The appraisal as presented is approved.

Dated: 2 November 1965


JOHN E. KIERKE
Chief, Appraisal Branch
EAD


**REVIEW OF APPRAISAL OF GOVERNMENT FUNDED IMPROVEMENTS
AT SYLVANIA ELECTRIC PRODUCTS INC., PLANT
IN RICKSVILLE, LONG ISLAND, NEW YORK**

The net salvage value and the value in place set forth in the appraisal report dated 7 October 1965, prepared by Warren Gordon, staff appraiser, have been reviewed.

The reviewing appraiser, on several occasions, inspected the Ricksville plant and is familiar with the improvements to the land and structures made with Atomic Energy Commission funds.

In the opinion of the reviewing appraiser the value estimates set forth in said appraisal are fair and reasonable and the undersigned concurs in same.

Dated: 18 October 1965


JOHN W. BATES
Chief, Appraisal Branch

APPRAISAL OF AEC FUNDED IMPROVEMENTS
AT SYLVANIA ELECTRIC PRODUCTS INC., PLANT
IN HICKSVILLE, LONG ISLAND, NEW YORK

I N D E X

<u>Paragraph No.</u>	<u>Subject</u>	<u>Page</u>
1	Purpose	1
2	Authority	1
3	General Information	1-2
4	Location of Property to be Appraised	2
4A	Zoning and Highest and Best Use	2
5	Description of Improvements	2
6	Itemization of Improvements to Property Made Pursuant to Contract AT(30-1)-1293	3
7	Estimate of Net Salvage Value	4
8	Estimate of Value in Place	5-9
9	Summary	9
10	Limiting Conditions	9
11	Certification	10

Exhibits

Exhibit "A" - Sketch of Perimeter of Plant

Exhibit "B" - Drawing Showing Location of Structure

Exhibit "C" - List of Government Funded Improvements

APPRAISAL OF AEC FUNDED IMPROVEMENTS
AT SYLVANIA ELECTRIC PRODUCTS INC., PLANT
IN HICKSVILLE, LONG ISLAND, NEW YORK

1. PURPOSE:

The purpose of this report is to estimate the current "value in place" and the current "net salvage value" of AEC funded improvements installed at the Hicksville, Long Island, New York plant of Sylvania Electric Products Inc.

2. AUTHORITY:

This report is prepared pursuant to request of Savannah River Operations Office, Atomic Energy Commission, contained in letter dated 29 September 1965, addressed to Division Engineer, U. S. Army Engineer Division, North Atlantic.

3. GENERAL INFORMATION:

In December 1951 the Atomic Energy Commission and Sylvania Electric Products Inc. entered into a contract bearing No. AT(30-1)-1293 providing for the performance by Sylvania of certain work for the Government involving the use and occupancy of the land and buildings of Sylvania located on Cantiague Road, Hicksville, New York.

Under and pursuant to the terms of said contract and subsequent modifications thereof, renovations, alterations, improvements and additions were made to the land and/or buildings of Sylvania and same were done at the expense of the Government.

The provisions of said contract, as modified, provided for the payment to the Government, upon termination or expiration of the agreement, of an amount equal to the mutually agreed value of such improvements. This value was to be determined after giving full consideration to the appraised value "in place" and the current value to the contractor of such improvements, which shall not be less than the appraised "net salvage value" of any improvement.

The term "appraised value in place" is defined by the contract as meaning the value of the improvements in their existing condition, as determined by the appraiser(s) as of the date of the appraisal.

The term "appraised net salvage value" is defined as the estimated salvage value as determined by the appraiser(s) of the improvements less the estimated costs of the removal of such improvements and the restoration of the land and buildings to substantially the same condition existing immediately prior to the incorporation therein of such improvements, reasonable wear and tear excepted.

The contract has now terminated and the provision for settlement of Government investment in improvements is in effect.

Question 2

4. LOCATION OF PROPERTY TO BE APPRAISED:

The land and buildings that were improved at Government expense, as aforesaid, are located on the east side of Cantiague Road, approximately 900 feet north of West John Street in Hicksville, Long Island, New York. The parcel is designated as Lot 80, Block 499, Section 11, Hicksville, New York on the tax maps of the Town of Oyster Bay. This lot is almost rectangular in shape having approximately 449 feet of frontage on Cantiague Road, a depth of 700 feet on one side, of 613 feet on the other side and a rear lot line of approximately 459 feet. The land is assessed for \$30,610 and land and buildings for \$169,750. (The Town tax office has informally advised that its records indicate that some buildings located on the land are Government owned.) Sylvania also owns Lot 79 which is adjacent to Lot 80 but is not involved in this report (except for an air conditioning unit located in the improvement on Lot 79). Attached hereto as Exhibit "A" is sketch showing the location and size of said parcel.

4A. ZONING AND HIGHEST AND BEST USE:

Parcels 79 and 80 are zoned by the Town of Oyster Bay for light industry. The immediate vicinity is presently used for light industrial endeavors and is so zoned, except for park land within the area. Land zoned for such industrial use within Hicksville and in Nassau County is in demand and in short supply. Consequently, the highest and best use of the Sylvania Plant is for light industry.

5. DESCRIPTION OF IMPROVEMENTS:

The aforementioned parcel contains on it two main structures that are hereinafter referred to as buildings #1 and #2. In addition a pump house, a 150,000 gallon storage tank, several other smaller buildings, walks, parking areas, sumps, catch basins and dry wells are located on the property. The entire area is fenced and there also exists interior fencing around the sumps and portions of the buildings.

Building #1 is an irregularly shaped one story structure suitable for manufacturing. The construction is part block and part frame which has had stucco applied to the exterior. A room approximately 20'x50' has been constructed on the roof of this building and access to said room is by means of steel steps contained in the interior of the building. The front portion of this building has been partitioned into office space which is air conditioned by a ten ton unit with associated duct work. Electric current having a voltage of approximately 440 volts is available and plug in buss lines are contained in the production portion of the improvement. This building has adequate washroom facilities, contains approximately 19,000 square feet of space, has an average ceiling height of 13 feet, is adequately sprinklered and has heat available.

Building #2 is an irregularly shaped one story structure and contains approximately 28,000 square feet of space. The construction is similar to that of building #1 except that the ceiling height averages approximately ten feet. This improvement is suitable for manufacturing or machine shop purposes, has electricity of approximately 220 volts available and contains plug in buss lines. This building contains an adequate cafeteria, washrooms and also is sprinklered

The pump house is block on slab, is approximately 15 feet by 24 feet and approximately 8 feet high with a slightly pitched roof. The 150,000 gallon water storage tank is constructed of steel, is approximately 28 feet 6 inches in diameter and is 32 feet high. The other buildings are not involved in this appraisal as they do not contain any Government constructed improvements except for a building designated gas house - building #6, which is constructed of block, is approximately 15 feet by 18 feet and has a ceiling height of approximately 8 feet. The premises contains two bituminous parking areas one of which, containing approximately 2500 square yards, was constructed with Government funds. Several dry wells and catch basins were installed in order to provide adequate drainage.

Attached hereto as Exhibit "B" is a drawing made in 1959 of most of Lot 80 and shows the location and shape of the principal structures. It does not show the pump house and water tank since these improvements were constructed in 1960.

6. ITEMIZATION OF IMPROVEMENTS TO PROPERTY MADE PURSUANT TO CONTRACT AT(30-1)-1293:

Attached hereto as Exhibit "C" is list of the improvements that was furnished by the Atomic Energy Commission.

Investigation was made to determine the condition of the premises and installed equipment prior to the installation of the Government improvements, particularly with regard to the heating system, the ventilation system and the electrical wiring. Little, if any, information as to the prior condition of the buildings was able to be obtained except that they were constructed in the early 1940's during World War II. Consequently, assumptions were made as to the prior condition based upon inspection and apparent age and condition of the existing fixtures, equipment and material. No usable information could be obtained with regard to certain items, such as glass installation, and no estimate for same is contained herein.

7. ESTIMATE OF NET SALVAGE VALUE:

The term "gross salvage value" hereinafter set forth is defined as the highest price obtainable in the open market for the Government funded improvements when sold as is, where is, for use elsewhere than on the premises, assuming that no expense to the buyer is involved in the dismantling and/or removal of the improvements from the property.

The term "net salvage value" is defined as the "gross salvage value" less the estimated cost of dismantling and/or removal of the Government funded improvements and less the estimated cost of restoration of the land and/or buildings to substantially the same condition existing immediately prior to the incorporation therein of such improvements, fair wear and tear excepted.

The following estimate of salvage value is based on a report furnished by an engineer-estimator. The items hereinafter set forth are only those which have realizable net salvage value. There is not included in this report those items which have no net salvage value or where the cost of removal and restoration exceeds the gross salvage value. (The asset number hereinafter set forth is identical with that contained on attached Exhibit "C".)

Asset No.	Description	Location	Gross Salvage Value	Cost of Removal & Restoration	Net Salvage Value
3478	Elec. installations	Bldg 1 & 2	\$9,000	\$7,000	\$2,000
2092	Fountain, wash, circular	Bldg 1			
		Prod. washrm	75	25	50
3277	Fountain, wash, circular	Bldg 1			
		Prod. washrm	75	25	50
3278	Fountain, wash, circular	Bldg 2 Prod.			
		Mach. washrm	50	25	25
3279	Fountain, wash, circular	Bldg 2 Prod.			
		Mach. washrm	50	25	25
2180	Fountain, wash, circular	Bldg 2 Mach.			
		shop washrm	75	25	50
3485	Drain system & tanks	Bldg 1 - for process water	150	125	25
3513	Storage tank		600	500	100
"	Underground instal. complete (sprinkler system)		500	100	400
"	Sprinkler system		400	200	200
3053	Air conditioner	(Bldg 1	{100	{25	{75
3683	Cooling tower				
3250-51	Blower w/motor	Bldg 1 - roof	125	100	25
3360	Fan, ventilating	Bldg 2	100	75	25
3093	Exhaust fan	Bldg 1 - roof	200	100	100
3275	Air conditioner	Bldg 4	100	25	75
3459	Air system	Bldg 1	400	250	150
3477	Fan	Bldg 1 - roof	100	75	25
				TOTAL	\$3,400

8. ESTIMATE OF VALUE IN PLACE:

"Value in place" is defined as the amount by which the improvements involved enhance the market value of the property to which they are made. Consequently, the in place value hereinafter assigned to the Government funded improvements is that value which the appraiser estimates the improvements would contribute to the market value of the real estate.

During the course of the contract substantial improvements were made to building #1 at a cost well in excess of \$100,000. Many of these improvements were solely for the purpose of accommodating the structure to the particular needs for production pursuant to the terms of the contract and contribute little if anything to the market value of the property. The trenching and pits constructed in building #1 were for the purpose of accommodating certain machinery and equipment and processes being conducted in the plant. Said trenching and pits would normally not be required by the ordinary user of such a building and contribute no value to said building. The construction of the dustproof room, the expansion of the accountability area, the quality control room, the alterations to the chem. lab. and the production office all consisted of interior partitioning and contribute nothing to the market value.

Based upon available information it is believed that the building, prior to the installation of the Government funded improvements, had an adequate heating system and the additions made thereto by the Government would not be reflected in the market value of same. The underground telephone and electric duct lines were installed approximately 13 years ago. The condition thereof could not be determined and it is believed that a purchaser of this property would not pay any additional consideration on account of this item. The fire protection system installed in 1952 in buildings 1 and 2 is no longer required since a sprinkler system was installed in 1960 and, consequently, contributes no value to the real estate. The room that was constructed on the roof of building #1 is poorly situated, has inadequate floor constructed of plywood and steel plates and is in excess of the requirements of a user of this building. The cost of normal maintenance renders it a detriment and no value has been assigned to this addition.

The air conditioner and cooling tower with associated duct work cools the administrative space located in building #1 and is a factor to which a purchaser would give consideration. The air conditioner is approximately 8 to 10 years old and the cooling tower is at least 4 years old. It is estimated that the air conditioning system in its present condition would enhance the value of the property to the extent of - - - - - \$400

In 1952 metal grill work was affixed to the exterior of the windows of buildings #1 and #2 to provide for additional security. This grill work presently adds to the security of each building and is a factor that a purchaser or lessee would give consideration to as it affords an additional degree of protection. In a negotiated deal it is estimated that such improvements would add to the purchase price the sum of approximately - - - - - \$ 500

In 1952 Government funded electrical installations were made to buildings #1 and #2. Building #1 contains 220 volt power service panel with breakers, fusing and wiring, 300 linear feet of bulldog buss duct with fusing ranging from 30 to 200 amps., fluorescent industrial type lighting fixtures with associated wiring, 440 volt breaker panel and wiring and miscellaneous wiring, conduits and panels. Building #2 contains approximately 240 linear feet of bulldog buss duct providing 220 volt power, approximately 220 fluorescent lighting fixtures and miscellaneous wiring and conduits. The Atomic Energy Commission has estimated the cost thereof to be approximately \$171,000. An engineering estimator has stated that the approximate present day cost for the electrical installations would be \$140,000 and the depreciated value of this equipment to be \$49,000. He estimates the cost of modifying the system to present day standards and usability to a potential light manufacturer to be \$24,000 giving an estimated present day in place value of the Government installations of \$25,000. This engineering approach is a cost less depreciation method and gives an upper limit of value. An ordinarily prudent purchaser would not pay this amount for he would be able to negotiate for less than this maximum dollar value and he would not pay top dollar for a system that, although it could be modified to meet his needs, would not be the system that would be designed in the first instance for his manufacturing enterprise. The amount of \$25,000 does not take into consideration the electrical system that existed prior to the change made with Government funds. Information concerning this aspect could not be obtained. It is known, however, that these buildings were erected during World War II, were used for the manufacture of radio transmitters and it is assumed that they contained a lighting and power system. Based upon the foregoing information and considerations and the further fact that the 440 volt breaker panel and wiring which serve two special induction furnaces would be of little, if any, value to a potential manufacturer, it is estimated that the present day in place value of the Government funded electrical installations is - - - - - \$ 15,000

Alterations to the cafeteria, located in building #2, were made in 1952 and 1956. This resulted in an increase in cafeteria space and more effective utilization of said space. The cafeteria, as it now exists, would be adequate for the needs of a manufacturing or related enterprise using both buildings. It is considered that such alterations contribute to the value of the property approximately \$400

A five ton air conditioning unit was installed in 1957 in the Accounting Department then located in building #2. This unit is at least 8 years old and contributes to the building value the sum of - - - - - \$100

In 1956 ceiling exhaust fans were installed in building #2, in 1957 a ventilating fan was installed at said building and in 1956 and 1961 roof ventilators were also installed in this building. These fans were required in order to provide for adequate ventilation so that personnel in the building and in the cafeteria would be more comfortable during the summer and at other times when equipment was operating. Said equipment would be given consideration by a purchaser or lessee and would contribute to the purchase price of the structure to the extent of - - - - - \$400

Circular wash fountains were installed in the washrooms in buildings #1 and #2 in 1956 and 1960. Their contribution to the real estate value is estimated to be approximately - \$300

In 1952 a building, designated gas house, hereinbefore described, was constructed. The most likely use of such a building is for storage of combustible material. The Sylvania Plant presently contains adequate structures suitable for storage of material and this house would only contribute to the value of the property the nominal sum of \$100

The fences installed by the Government are all interior, and not ordinarily required or installed by a normal user and, consequently, are assigned no value.

During the period from 1957 to 1964 approximately five dry wells and two catch basins were constructed on the property. They were required in order to provide adequate drainage and have a definite contribution to the value of the real estate. It is estimated that their contribution is in the amount of - \$1,100

A cesspool, a clay pipe drain, a drain system and tanks and sumps were constructed on the property during the course of the contract. These items were required in order to process water and for treatment and disposal of materials associated with the production required by the Atomic Energy Commission. The ordinary user of this property would have no need for same and, as a matter of fact, these items constitute a detriment. Consequently, no value is assigned to these improvements to the land.

In 1960 an overhead pipe sprinkler system was installed in both building #1 and #2, together with the required installation of lines, valves, etc. At that time there was an 8 inch municipal main within the bed of Cantigue Road. However, the pressure was not sufficient for the requirements of the sprinkler system and a pump house and 150,000 gallon storage tank were necessary in order to have a fully operating and efficient sprinkler system. Subsequent to the erection of the pump house and storage tank the pressure of the 8 inch main was increased by the municipality so that at present the sprinkler system could operate effectively and efficiently without pumping equipment and storage tank. The sprinkler system and particularly the number of sprinkler heads is in excess of the requirements of an ordinary user of this property. After giving due consideration to the type of sprinkler system, the fact that as it presently exists it is in excess of ordinary needs and that it is approximately five years old, it is considered that this system would contribute approximately - \$15,000 to the fair market value of the land and improvements exclusive of the storage tank and pump house.

The storage tank, while no longer required for the sprinkler system, could be utilized for storage of liquids and is assigned a value of - - - - - \$ 500

The pump house could be utilized for storage or other purposes and is assigned the value of - - - - - \$ 200

Parking field #2, a bituminous paved area, was constructed in 1956 at a cost of approximately \$8,000. Such a parking area would be required by an operating plant utilizing both buildings #1 and #2. A contribution of \$ 2,000 has been assigned to said parking field.

An air conditioning unit without duct work is located in building #4. This unit has a realizable contribution to the fair market value of the property, which is estimated to be - - - - - \$ 200

TOTAL \$36,200

9. SUMMARY:

<u>Item</u>	<u>Estimated Net Salvage Value</u>	<u>Estimated Value in Place</u>
Security windows	-	\$ 500
Gas House	-	100
Elec. installations	\$2,000	15,000 + 10,000
Additional alterations to cafeteria	-	400
Fans and ventilators	150	400
Wash fountains	200	300
Parking field #2	-	2,000
Drain system and tanks	25	-
Dry wells and catch basins	-	1,100
Sprinkler system, including underground installation	600	15,000
Storage tank	100	500
Pump house	-	200
Air conditioner and cooling tower (Bldg 1)	75	400
Blower with motor (Bldg 1 - roof)	25	-
Air conditioner (Bldg 2)	-	100
Air conditioner (Bldg 4)	75	200
Air system (Bldg 1)	150	-
TOTAL	\$3,400	\$36,200


10. LIMITING CONDITIONS:

Pertinent material, relevant information and data that have been furnished by others are believed to be reliable and correct; however, no responsibility for the accuracy thereof is assumed.

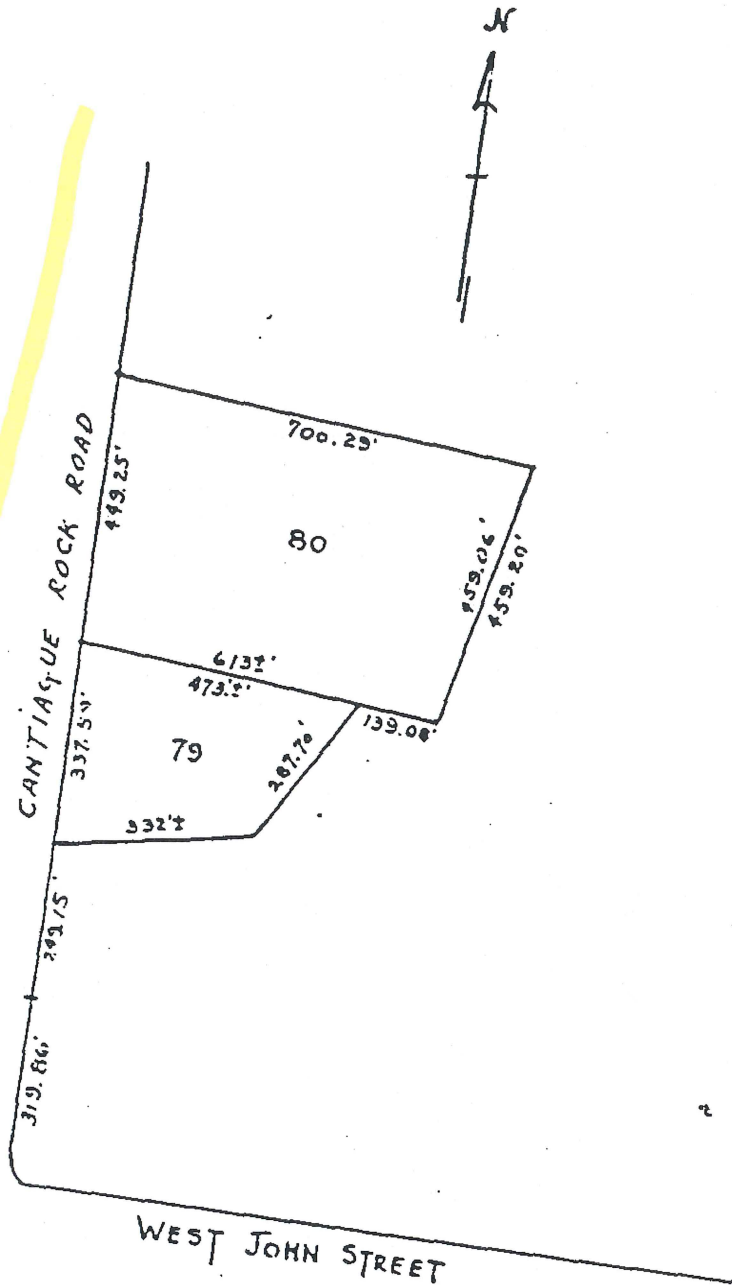
11. CERTIFICATION:

I hereby certify that I have inspected the above described premises, that the values shown herein represent my best unbiased judgment as to the current value in place of the Government funded improvements, that the statements made and information contained in this report are true to the best of my knowledge and belief and that I have no present or intended future interest in any of the property which is the subject of this report.

Dated: 7 October 1965


WARREN GORDON
Staff Appraiser

Question 4

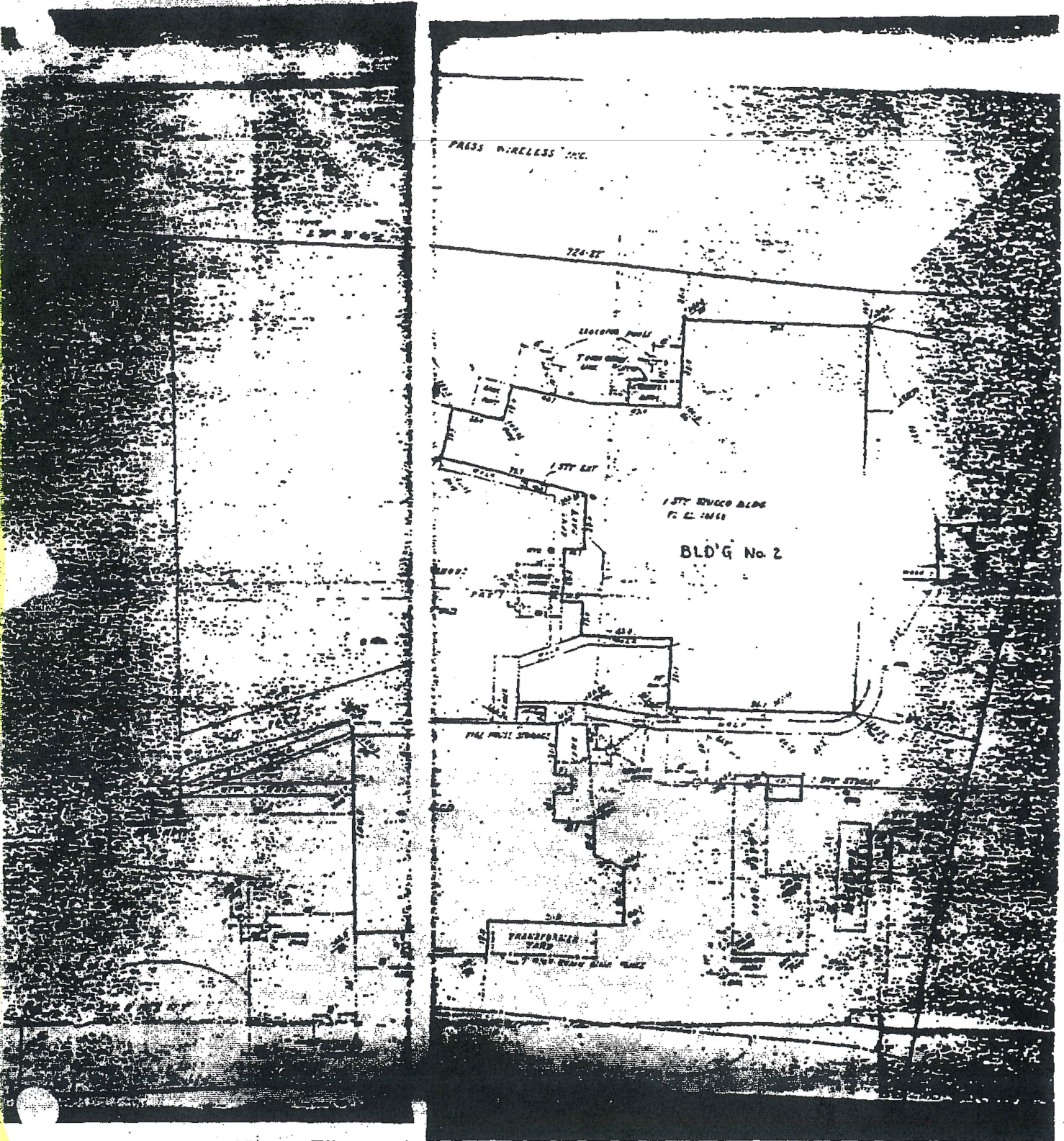


SECTION II BLOCK 499
TOWN OF OYSTER BAY
HICKSVILLE, N.Y.

EXHIBIT A

SYL00051810

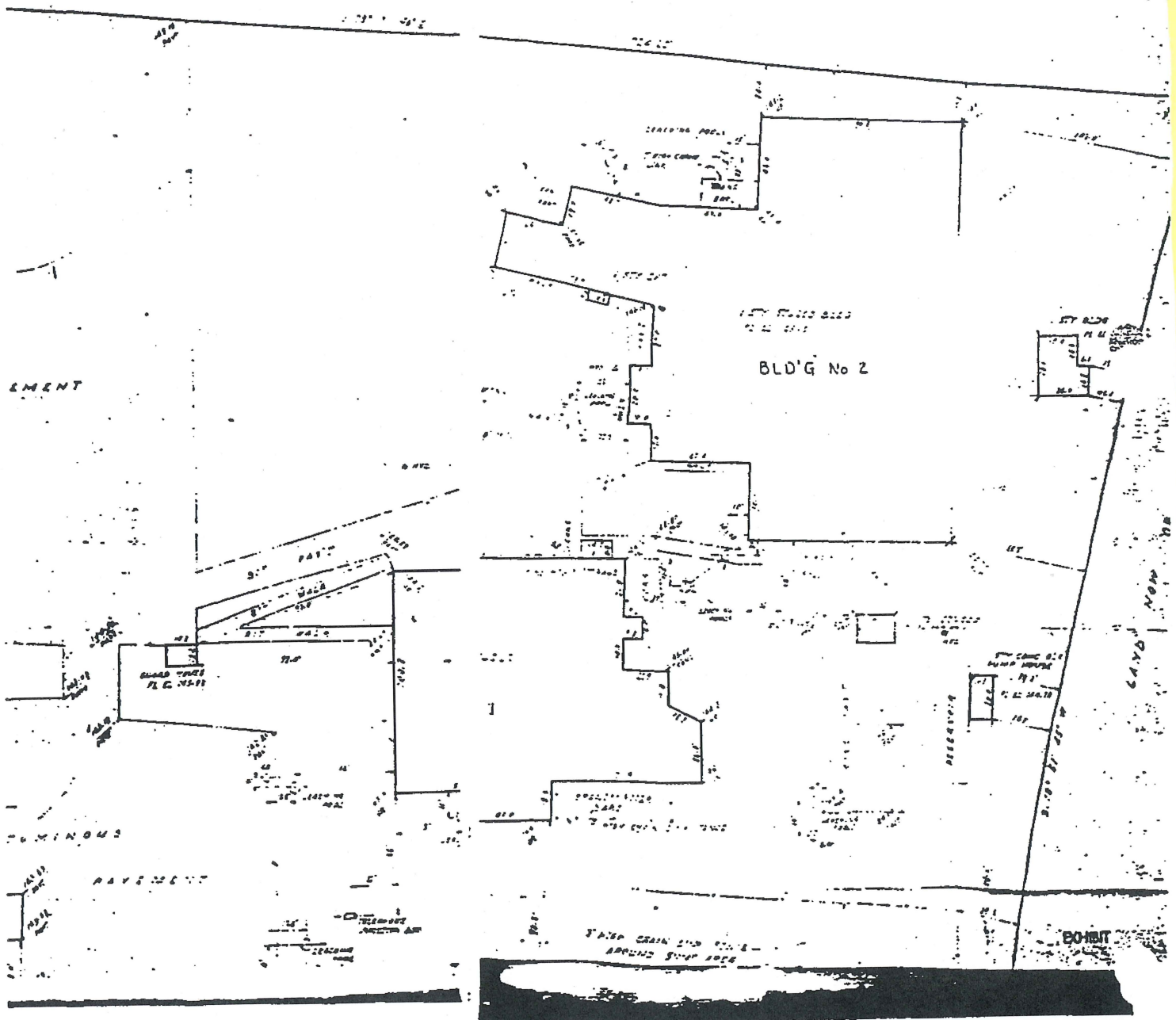
Question 4



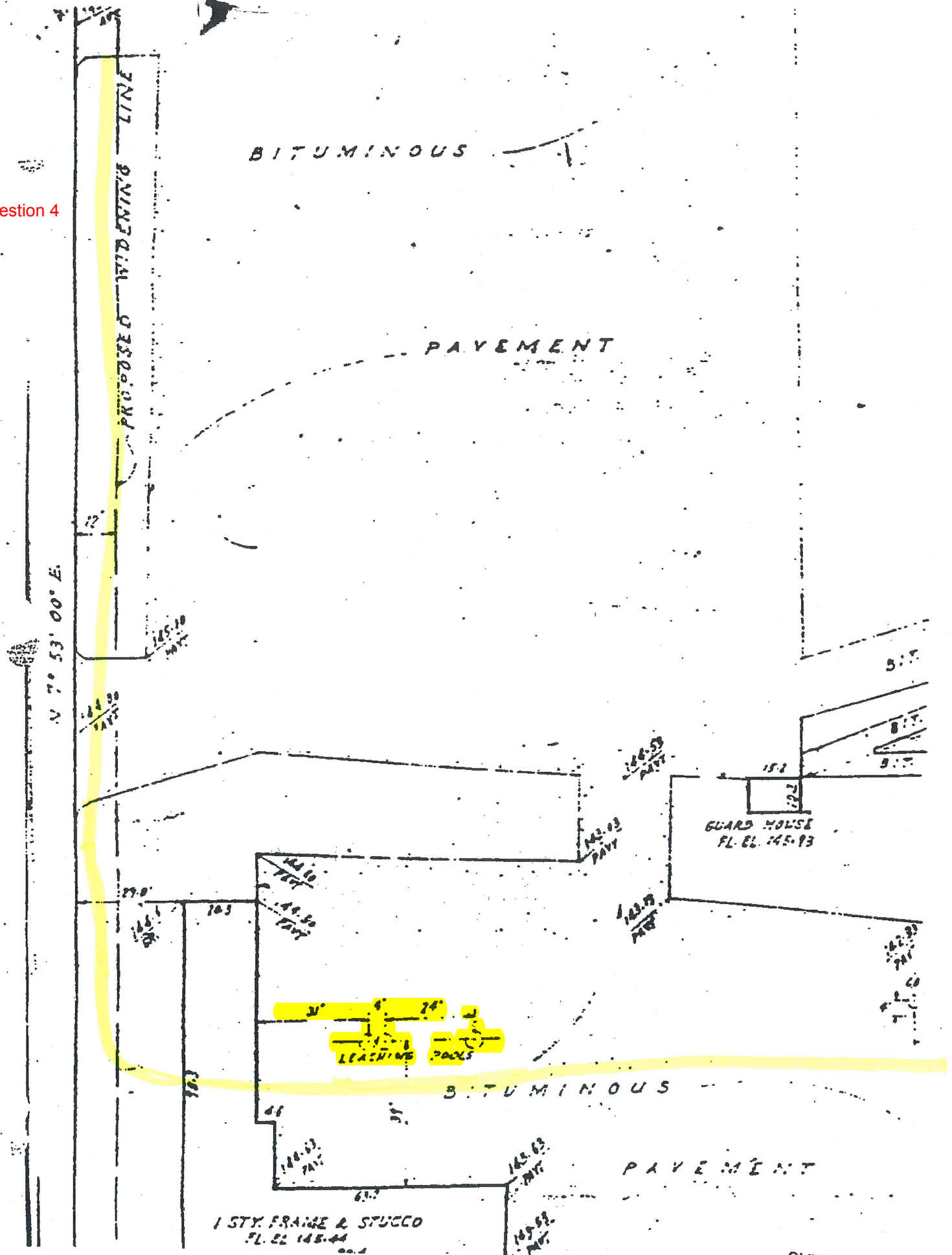
SYL00051811

SYL00051812

Question 4



Question 4



SYL00051813

IMPROVEMENTS TO PROPERTY CONTRACT AT(30-1)-1293

<u>Asset No.</u>	<u>Description</u>	<u>Location</u>	<u>Date Acquired</u>	<u>First Cost</u>	<u>Net Book Value @ 6/30/65</u>
<u>CHANGES TO BUILDING INTERIOR</u>					
3483	Dustproof Room	Assbly Room Bldg. 1	3/57	\$ 7,473	\$ 3,005
3487	Expand Men's Room	Building 2	8/56	850	101
3488	Expand Accountability Area	Building 1	7/56	5,000	464
3480	Alterations to Cafeteria	Building 3	8/56	2,561	314
3491	Alterations to Chem. Lab.	Building 1	3/53	1,300	-0-
3511	Vent System - Dust Room	Building 1	5/57	714	126
3888	Production Office	Building 1	5/64	1,419	1,251
TOTAL				\$19,317	\$ 5,261
<u>SUMPS, WELLS AND DRAINS</u>					
3481	Casspool	Behind Bldg. 1 for Process water	8/56	400	42
3484	Clay Pipe Drain	Connecting sumps for Process water	8/56	250	34
3485	Drain System & Tanks	Bldg. 1 - for Process Water	1/58	12,487	2,711
3489	Stone Area	Grade Area North of Sumps	11/57	2,330	1,242
3490	Dry Well & Catch Basin	Drain Water - Storage Area	11/57	500	140
3494	2 Dry Wells & Catch Basin	Between Bldgs. 1 & 3 Parking Lot 2	8/57	1,060	178
3507	Sump	Behind Bldg. 1	10/56	3,250	415
3508	Sump Incl. Test Bore #3495	Behind Bldg. 1	6/56	2,948	328
3733	Filter Basin	Used w/Plating Machine	1/62	340	546
3757	Dry Well	Rear Bldg. 2	12/61	475	303
3883	Dry Well	Stockade	2/64	420	352
3458	Sump w/Fence	Rear Bldg. 2 - Mach. Shop	1/60	1,740	1,425
TOTAL				\$27,000	\$ 7,756

Question 10

IMPROVEMENTS TO PROPERTY CONTRACT AT(30-1)-1293

<u>Asset No.</u>	<u>Description</u>	<u>Location</u>	<u>Date Acquired</u>	<u>First Cost</u>	<u>Net Book Value @ 6/30/65</u>
<u>BUILDING EQUIPMENT</u>					
1924	Fan, Ceiling Exhaust	Bldg. 2 Mach. Shop	9/56	\$ 191	\$ 32
1925	Fan, Ceiling Exhaust	Bldg. 2 Mach. Shop	9/56	191	32
1926	Fan, Ceiling Exhaust	Bldg. 2 Mach. Shop	9/56	191	32
1927	Fan, Ceiling Exhaust	Bldg. 2 AEC Metal Rm.	9/56	191	32
2035	Fan, Ceiling Exhaust	Bldg. 2 Cafeteria	6/56	319	-0-
2036	Fan, Ceiling Exhaust	Bldg. 2 Cafeteria	6/56	319	-0-
2556	Roof Ventilator	Bldg. 2 AEC Stockrm	12/56	99	-0-
3676	Roof Ventilator	Bldg. 2 Cafeteria	8/61	284	166
3677	Roof Ventilator	Bldg. 2 Cafeteria	8/61	285	168
2092	Fountain, Wash, Circular	Bldg. 1 Prod. Washrm	10/56	240	32
3277	Fountain, Wash, Circular	Bldg. 1 Prod. Washrm	7/60	253	131
3278	Fountain, Wash, Circular	Bldg. 2 Prod. Mch. Washrm	7/60	179	85
3279	Fountain, Wash, Circular	Bldg. 2 Prod. Mch. Washrm	7/60	178	84
2180	Fountain, Wash, Circular	Bldg. 2 Mach. Shop Washrm	11/56	240	32
TOTAL				\$3,160	\$ 826
<u>WALKS, PADS, PARKING FIELD</u>					
3492	Parking Field #2	Park. Area Bldg.3	12/56	\$8,070	\$1,169
3493	Poles, Tele. Bumper Guards	Parking Fields	2/57	185	34
TOTAL				\$8,255	\$1,203

IMPROVEMENTS TO PROPERTY CONTRACT AT(30-1)-1293

<u>Asset No.</u>	<u>Description</u>	<u>Location</u>	<u>Date Acquired</u>	<u>First Cost</u>	<u>Net Book Value @ 6/30/65</u>
3053	Air Conditioner)	Bldg. 1 Admin. office	8/57	\$ 795	\$ 376
3683	Cooling Tower)	Bldg. 1 used w/above condi.	9/61	1,867	396
3054	Air Conditioner	Bldg. 2 Acctg. Dept.	8/57	200	94
3250-51	Blower w/Motor	Bldg. 1 - on roof	4/60	846	625
3360	Fan, Ventilating	Bldg. 2 - Roof Maint. Shop	6/57	640	382
3093	Exhaust Fan	Bldg. 1 On roof Chem. Lab.	11/57	1,045	244
3275	Air Conditioner	Bldg. 4 Former Purch. area	7/60	967	644
3459	Air System	Bldg. 1 Exhaust-Plating &	12/59	10,975	8,523
3470	Blowers	Chem. Lines	7/60	414	207
3477	Fan	Bldg. 1 Roof	10/60	873	458
TOTAL				\$18,622	\$12,149

IMPROVEMENTS TO PROPERTY CONTRACT AT(30-1) -1293

<u>Asset No.</u>	<u>Description</u>	<u>Location</u>	<u>Date Acquired</u>	<u>First Cost</u>	<u>Net Book Value @ 6/30/65</u>
3515	<u>AUTOMATIC SPRINKLER SYSTEM</u>				
	1. Pump House	AEC Site	7/60	\$ 5,600	
	2. 150,000 Gallon Storage Tank	AEC Site		12,000	
	3. Hot Water System (Temp. Control)	AEC Site		2,500	
	4. Underground installation 6" & 8" lines, check valves, underground piping, excavating, repaving, etc.			26,350	
	5. Sprinkler overhead pipe system incl. sprinkler heads			<u>32,312</u>	
		TOTAL COST	7/60	\$78,762	\$39,402

SYLVANIA

SYLVANIA ELECTRIC PRODUCTS INC.

Subsidiary of GENERAL TELEPHONE & ELECTRONICS CORPORATION



Sylcor Division

Cantiague Road
Hicksville, N. Y.

December 6, 1965

Mr. R. C. Blair, Manager
U.S. Atomic Energy Commission
Savannah River Operations Office
P.O. Box A
Aiken, S.C.

Dear Mr. Blair:

Question 3

Re: Contract AT(30-1)-1293 - Termination

Pursuant to the termination of the aforesaid Contract by the United States Atomic Energy Commission and to the provision of Article VIII, as amended, entitled "Settlement of Government Investment in Improvements," a meeting was held at our Hicksville site on November 17, 1965 to determine a mutually agreed upon value of certain government improvements at said Hicksville location. The meeting was attended by Mr. Wise and certain of his associates, as well as various representatives of Sylvania. After extended discussions, it was agreed that Sylvania would make a settlement offer, as described below. Both Mr. Wise and his associates were in agreement therewith.

As background for the subject offer, it was important to recite certain considerations bearing thereon and which we discussed as a result of the aforesaid Contract provision re "Initial Improvements."

In accordance with the subject Contract provision, a mutually agreed upon net salvage value for the subject improvements was concluded in an amount of \$1,700. This took into consideration the respective appraisals of the parties, wherein your quoted net salvage value was \$3,400 and our quoted net salvage value was zero. The zero figure quoted by the Company does not take



Mr. R. C. Blair

-2-

12/6/65

into consideration the fact that the cost of removal of said improvements and related restoration far exceeds the value of said improvements. This, however, was called to the Savannah River representatives' attention.

Thereafter, the parties attempted to agree upon an appraised value in place for the subject improvements, based, in part, on the respective appraisals which had been obtained. The figure the AEC quoted was \$36,000, whereas our appraised value in place ranged from zero to \$64,400.25, depending on the usage of the building, or the likelihood thereof. Our appraiser noted that the subject building may well have already reached a state of economic and functional obsolescence, which would make the likelihood of resale remote and thus result in the value of improvements being zero. As indicated in our discussions, we do not intend to use the subject building, but rather intend to sell it and thus the salability thereof has a direct effect on the value of these improvements. The subject appraiser, as well as other realtors has indicated that the sale of the subject building is remote, but that the land on which these improvements are located does have marketability and a prospective purchaser undoubtedly would demolish the subject buildings. In this instance, of course, the value of these improvements would be zero and that was the basis of our initial offer.

In view of our wide divergence for an amount applicable to appraised value in place for the subject improvements we negotiated a mutually agreed appraised value in place of \$25,000.00. With that figure and the mutually agreed net salvage value as our bases and in the interest of settling the subject problem without awaiting the final disposition of these improvements, we agreed to officially make the following offer to you:

1. Sylvania will pay to the AEC in full settlement for the subject improvements, pursuant to the aforesaid Contract provision, the sum of \$10,000.
2. In addition to the aforementioned, Sylvania will withdraw its claim for reimbursement for cost of damage incurred in the removal of government owned equipment from the plant said claim being in the amount of \$3,852.00. It will also relieve the AEC from any further obligation for repairs, restoration, and/or damages re the contractor's property. This release shall not include or affect the agreement of the parties expressed in Modification No. 42 to Contract AT(30-1)-1293.

Mr. R. C. Blair

-3-

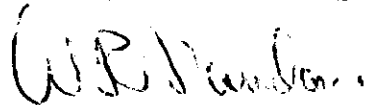
12/6/65

The aforesaid offer reflects our discussions at the above mentioned meeting and is made without prejudice to the Company's position on its interpretation of the subject Contract provisions. It is offered, subject to final agreement on contract language, in the interest of obtaining an equitable and expeditious settlement of the problem.

We would appreciate your prompt consideration of this settlement offer.

Very truly yours,

SYLCOR DIVISION
SYLVANIA ELECTRIC PRODUCTS INC.



W. R. Mandaro
Manufacturing Manager

WRM/gg

7/22/04

Doc. date: June 29, 1966

FINAL RELEASE

Contract No. AT(30-1)-1293Contractor SYLVANIA ELECTRIC PRODUCTS INC.

work under Contract No. _____ between the UNITED STATES OF AMERICA (represented by the ATOMIC ENERGY COMMISSION) and the Contractor, having been completed and finally accepted, and in consideration of final payment thereunder, the United States of America, its officers and agents, are hereby released from all claims and demands whatsoever arising under or by virtue of said Contract except as follows:

Question 2

- (1) specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor as follows:
- (2) claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of performance of this Contract, provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and
- (3) claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto; incurred by the Contractor under the provisions of this Contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of said Contract, including without limitation those provisions relating to notification of the Contracting Officer and relating to the defense or prosecuting of litigation.

Executed this 29th day of June 1966.

Question 2

Witnesses:

M. LeeRicksville, N.Y.

(Address)

SYLVANIA ELECTRIC PRODUCTS INC.

(Contractor)

By: W. R. Mandaro

W. R. Mandaro

Manufacturing Manager, Sylcor Div.

(Official Title)

Ricksville, N.Y.

(Address)

~~FAB~~

Doc date: Jun 29, 1966

GENERAL ASSIGNMENT

Question 3

KNOW ALL MEN BY THESE PRESENTS, that SYLVANIA ELECTRIC PRODUCTS INC.
(Contractor) (a corporation organized and existing under the laws of the State of
Delaware, with its principal place of business at
Cantiague Rd., Hicksville, N.Y.) has been engaged in performing work under
Contract No. AT(30-1)-1293 with the UNITED STATES OF AMERICA (herein-
after called the "Government"), represented by the UNITED STATES ATOMIC ENERGY
COMMISSION (hereinafter called the "Commission"), work under said Contract
having been (completed and finally accepted) (terminated), and in consideration
of the terms of said Contract and final payment thereunder, the Contractor does
hereby presently assign and transfer to the Government, to the extent not hereto-
fore assigned or transferred to the Government, (a) any and all subcontracts,
purchase orders, and other agreements entered into in the performance of the
Contract and all of the rights and interests it may have thereunder, except those
listed in Schedule "A" attached hereto, including without limitation transfer of
the administration of such subcontracts, purchase orders, and other agreements;
and (b) all of its rights to and interests in any refunds, rebates, allowances,
accounts receivable, or other credits applicable to or in connection with any
expenditures which were allowable costs under the said Contract, except as
specifically set forth in Schedule "B," attached hereto and hereby expressly
made a part hereof.

In addition, the Contractor does hereby presently assign and transfer to the
Government all rights and interests of the Contractor in any refunds, rebates
or other credits, applicable to, or against any expenditures which were allowable
costs under the above-numbered Contract which are not presently known but which
may materialize at a later date.

The Contractor agrees to furnish, at the expense of the Government, any and all assistance which may be required of it in connection with the enforcement of the rights or interests herein assigned or the settlement or defense of claims or litigation arising out of the subcontracts, purchase orders, or other agreements herein or heretofore assigned or transferred, such assistance to include furnishing any and all pertinent records, correspondence, documents, and other papers in its possession, and the assistance of employees possessing knowledge of the facts for conference and for attendance in court as witnesses in connection with the enforcement of said rights or the settlement or defense of said claims or litigation.

The Government, for its part, does hereby assume all obligations which the Contractor may have under the subcontracts, purchase orders, and other agreements herein or heretofore assigned or transferred, to the extent that such obligations are allowable costs under the Contract and does hereby release the Contractor from all liability and responsibility for the collection of any of said refunds, rebates, allowances, accounts receivable, or other credits herein assigned, and for the enforcement of any rights, or the defense of any claims or litigation with respect thereto, except as herein provided.

Executed this 29th day of June, 1966.

WITNESSES:

M. Lee
Hicksville, N.Y.
(Address)

Frank S. Lee
Hicksville, N.Y.
(Address)

SYLVANIA ELECTRIC PRODUCTS INC.

By: W. R. Mandaro
Contractor
W. R. Mandaro
Manufacturing Manager, Sylcor Div.
Official Title

ACCEPTANCE BY UNITED STATES OF AMERICA
BY: U. S. ATOMIC ENERGY COMMISSION

BY: _____

TITLE: _____

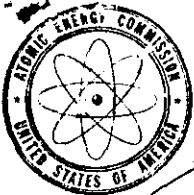
- 3 -

If the Contractor is a corporation, the following certificate will be executed:

CORPORATE CERTIFICATE

I, _____, certify that I am the _____
of the Corporation executing the foregoing assignment; that _____
who signed the said document on behalf of the assignor, was then _____
_____ (officer) of said Corporation; that I know his signature, and
his signature thereto is genuine; and that said assignment was duly signed, sealed,
and attested for and in behalf of said corporation by authority of its governing
body.

(CORPORATE SEAL)



ORIGINAL SITE FILE FOUR

1973 AEC D & D Corres
UNITED STATES

ATOMIC ENERGY COMMISSION
SAVANNAH RIVER OPERATIONS OFFICE
P. O. BOX A

AIKEN, SOUTH CAROLINA 29801
(TEL. & TEL. NORTH AUGUSTA, S. C.)

Wiley *ms*
Shankman
Page 1 of 7

NY 17

NOV 13 1973

Frank K. Pittman, Director, Division of Waste Management
and Transportation, HQ

DECONTAMINATING AND DECOMMISSIONING OF AEC FACILITIES (YOUR
TWX, 10/29/73)

Question 13

SR has only one facility which has been decontaminated and decommissioned for unconditional release. The Sylvania-Corning Plant at Hicksville, Long Island, New York, was released in 1965 to the Sylvania Corp.

Cleanup was accomplished by steaming and washing the contaminated section of buildings 1 & 2, bringing uranium contamination to a level of 2000 alpha disintegrations per minute maximum of fixed contamination when averaged over a one hundred cm² area. Essentially all unfixed or smearable contamination was removed during the cleaning operation by Isotopes, Inc. There have been no rechecks since release.

Persons at SR with firsthand knowledge of cleanup operations are Messrs. K. E. Herde and D. C. Collins of the Safety and Environment Division.

Pertinent documentation of the cleanup at Hicksville is included with the attached copy of memorandum G. H. Giboney to L. Joe Deal, subject, Radiological Cleanup and Site Disposal Actions, dated May 2, 1973.

Cleanup is considered adequate and no further action is planned.

Frank K. Pittman

- 2 -

NOV 13 1973

If additional information is required, please advise.



N. Stetson
Manager

CP:HEG:phg

Attachments:
As stated

62-150000-1000
NOV 13 1973
62-150000-1000
NOV 13 1973
62-150000-1000
NOV 13 1973

1.9.1

NY.19-3

B0934

JUN 25 1979

Mr. Richard E. Cunningham, Director
 Fuel Cycle and Materials Safety
 U.S. Nuclear Regulatory Commission
 Washington, D. C. 20555

Dear Mr. Cunningham:

We received the enclosed May 21, 1979, radiological survey report for the old Sylvania site at Hicksville, Long Island, from the Brookhaven Area Office. Since some activities at the site were formerly conducted under license, we believe you may be interested in it.

If you have any questions, please give us a call (353-3016).

Sincerely,

William E. Mott, Acting Director
 Environmental Control Technology Division

Enclosure

cc: David Schweller, BAO

bcc: W. Mott, EV-13
 Aerospace

MC # 62426

CONCURRENCES

RTG. SYMBOL

EV-131

INITIALS/ SIG.

J. Klok: cac

DATE

6/20/79

RTG. SYMBOL

EV-131

INITIALS/ SIG.

R. Ramsey

DATE

6/21/79

RTG. SYMBOL

EV-13

INITIALS/ SIG.

W. Mott

DATE

6/22/79

RTG. SYMBOL

INITIALS/ SIG.

DATE

RTG. SYMBOL

INITIALS/ SIG.

DATE

RTG. SYMBOL

INITIALS/ SIG.

DATE

RTG. SYMBOL

INITIALS/ SIG.

DATE

RTG. SYMBOL

INITIALS/ SIG.

DATE



Department of Energy
Brookhaven Area Office
Upton, New York 11973

May 24, 1979

William E. Mott, Director (EV 13)
Environmental Control Technology Division, HQ

PRIOR AEC SITE

As per discussions with A. Kluk of your Staff, I am forwarding a copy of the Radiological Assistance Program (RAP) response to a past AEC contractor site at Hicksville, New York. As the report indicates, a RAP team was requested to investigate the site by the New York State Department of Environment Conservation (DEC). Mr. Kluk had indicated to my Staff that the levels found at this site may be of some concern. He requested that the data be forwarded to Washington for review. The NYSDEC was informed of the results of our survey and that the data would be forwarded to Washington.

After review of this data, I would appreciate if you would notify this office of any additional actions to be taken. If you require any further information please contact Robert Friess (666-3430) of my Staff.

David Schweller
Area Manager

Enclosure:
RAP Report 79-7

cc: K. Baker, OES, HQ (EV-123) w/ encl.

Handwritten note: Please copy letter informed.

CC-170

Handwritten note: 3/10/79 7/10/79



Department of Energy
Brookhaven Area Office
Upton, New York 11973

TO: R. Friess *RF*

DATE: 5/21/79

INDEX NO.: 79-7

FROM: L. Phillips *LP*

SUBJECT: Possible Contamination of Old Sylvania Site in Hicksville

DATE: 5/9/79

NAME OF CALLER(S): Donald Middleton

TITLE:

ORGANIZATION: DEC

PHONE NUMBER: 516-751-7900

NATURE OF CALL: Middleton requested RAP assistance in the evaluation of potential soil contamination at the former site of the Sylvania fuel fabrication facility in Hicksville.

DISPOSITION: Four BNL, S&EP personnel responded as follows:

R. Casey - Public Relations
L. Phillips - Team Captain
A. Lukas - Surveyor
E. Carter - Surveyor

Gamma and alpha radiation surveys were made. Soil, vegetation and water samples were collected. General gamma exposure rates were barely detectable above background. The maximum gamma exposure rate detected at ground level was 0.3 to 0.35 mR/hr. See attached map. No surface alpha activity was detected. Results of samples collected are summarized in the attached table. The observed concentration of uranium and thorium in the soil do not indicate any potential public health hazard. However, the results of these measurements are being sent to the Department of Environmental Control and Technology in DOE headquarters for their further review.

Question 13

SUMMARY OF DATA - RAP CALL, HICKSVILLE, 5/18/79

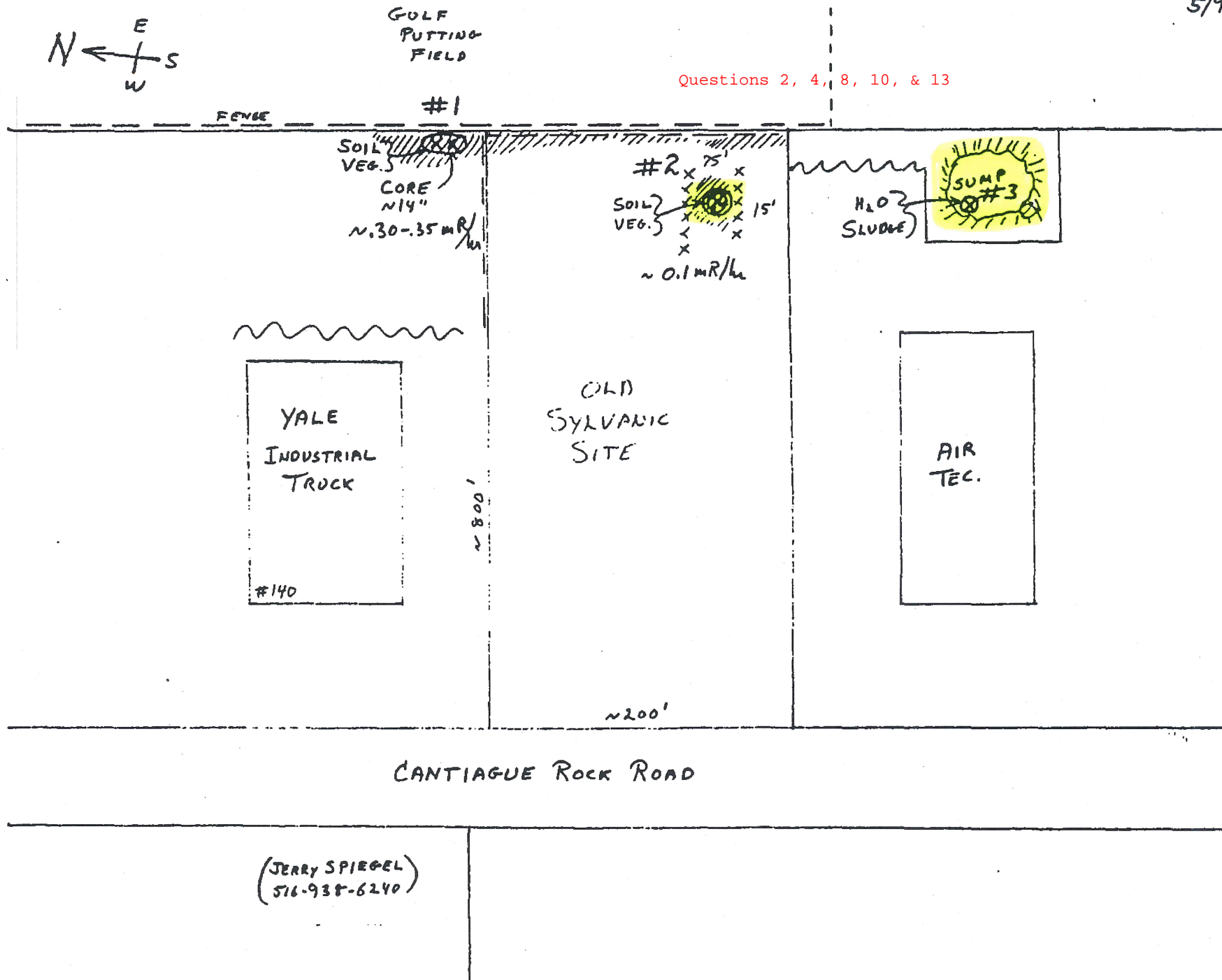
Sample Location	Sample Type	^{238}U		^{232}Th	
		ppm	pCi/gm	ppm	pCi/gm
#1 Yale property (SE corner)	Soil Core (~14") Veg.	4,128	1,362	160	17.4
		654	216	46	5
		MDL	MDL	MDL	MDL
#2 75' W ball field 15'N parking lot fence	Soil Veg	114 MDL	38 MDL	10.6 MDL	1 MDL
#3 Sump	Surface H_2O H_2O Sludge Sludge H_2O	MDL	MDL	MDL	MDL

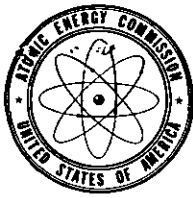
MINIMUM DETECTABLE LEVEL

	^{238}U	^{232}Th
	pCi/gm	pCi/gm
Soil	22	0.8
Vegetation	2	0.2
Water	1	0.15

5/9/1979

Questions 2, 4, 8, 10, & 13





UNITED STATES
ATOMIC ENERGY COMMISSION
SAVANNAH RIVER OPERATIONS OFFICE
P. O. BOX A
AIKEN, SOUTH CAROLINA 29801
(TEL. & TEL. NORTH AUGUSTA, S. C.)

NY.19

May 2, 1973

L. Joe Deal, Asst. Director for
Health Protection
Division of Operational Safety, HQ

RADIOLOGICAL CLEANUP AND SITE DISPOSAL ACTIONS

Recent conversation between K. E. Herde of this office and R. E. Allen of your staff revealed a change in plans since your February 9, 1973, memo on this subject. Mr. Allen requested that pertinent correspondence and reports on the final cleanup of the Sylcor Plant at Hicksville, New York, be transmitted since he does not now plan to visit this site.

In addition to specific response to the four items included in your memorandum, we are sending fourteen enclosures that describe the radiological aspects of the Sylcor operations. Response to the four items follows:

1. The criteria applied were at that time being developed cooperatively by your Division and the Regulatory group for subsequent inclusion in AEC Manual Chapters 5170 and 5182. (See enclosures numbered 1 and 2.)
2. The final radiological situation of the site and buildings is described in an enclosed copy of "Decontamination of Sylcor 1293 Ared" by F. J. Bradley, Health Physicist of Isotopes, Inc. (Encl. 3) who was retained by Sylcor to decontaminate the facility. Correspondence confirming the transfer of uranium scrap to the Fernald, Ohio, plant for recovery, and wastes, sludges and contaminated equipment to the Savannah River Plant site is also enclosed.
3. Correspondence and records not previously mentioned are included in part in other enclosures.
4. The history of operational activity and Atomic Energy Commission involvement at the Hicksville site predated SROO participation which began by an agreement of July 30, 1954. Previous to that date the contract AT(30-1)-1293 was a research and development

Question 13

Question 4

Question 6

Question 3

L. Joe Deal

- 2 -

May 2, 1973

contract between the New York Operations Office and Sylvania Electric Products, Inc. The original proposal of the SROO contract involved a fixed fee agreement for the production of 25,000 enriched uranium slugs to be canned by a pressure bonding technique developed by Sylvania at the Hicksville plant. The necessary aluminum cans, caps and alloy slugs were furnished to Sylvania by the Commission. This original agreement was to be completed by December 31, 1954. That agreement was followed by a cost-plus-fixed-fee contract agreement that continued under the number designation AT(30-1)-1293 for eleven additional years at an average annual cost of nearly three million dollars. The machining and cladding of fuel elements for SRP reactors continued to be the entire service rendered by Sylcor under this contract. The seven principal buildings (see sketch in Encl. 3) had a total square footage of about 50,000. After January 1965 a part of the facility was used for non-AEC commercial interest contracts.

Since New York Operations Office was conveniently nearby and had previously been obliged to make radiological surveys at that site, their health physics services were used to supplement frequent visits by this office. The staff of the Hicksville operation of Sylcor usually varied from 70 to 130 persons. Final cleanup under the direction of Isotopes, Inc. involved the drumming of sump sludges for shipment by this office to the SRP contaminated waste burial grounds.

If additional details are required, we would be pleased to have one of your staff assist in the search through a rather voluminous general correspondence file on the Sylcor contract negotiations.


G. H. Giboney, Director
Office of Environmental Affairs

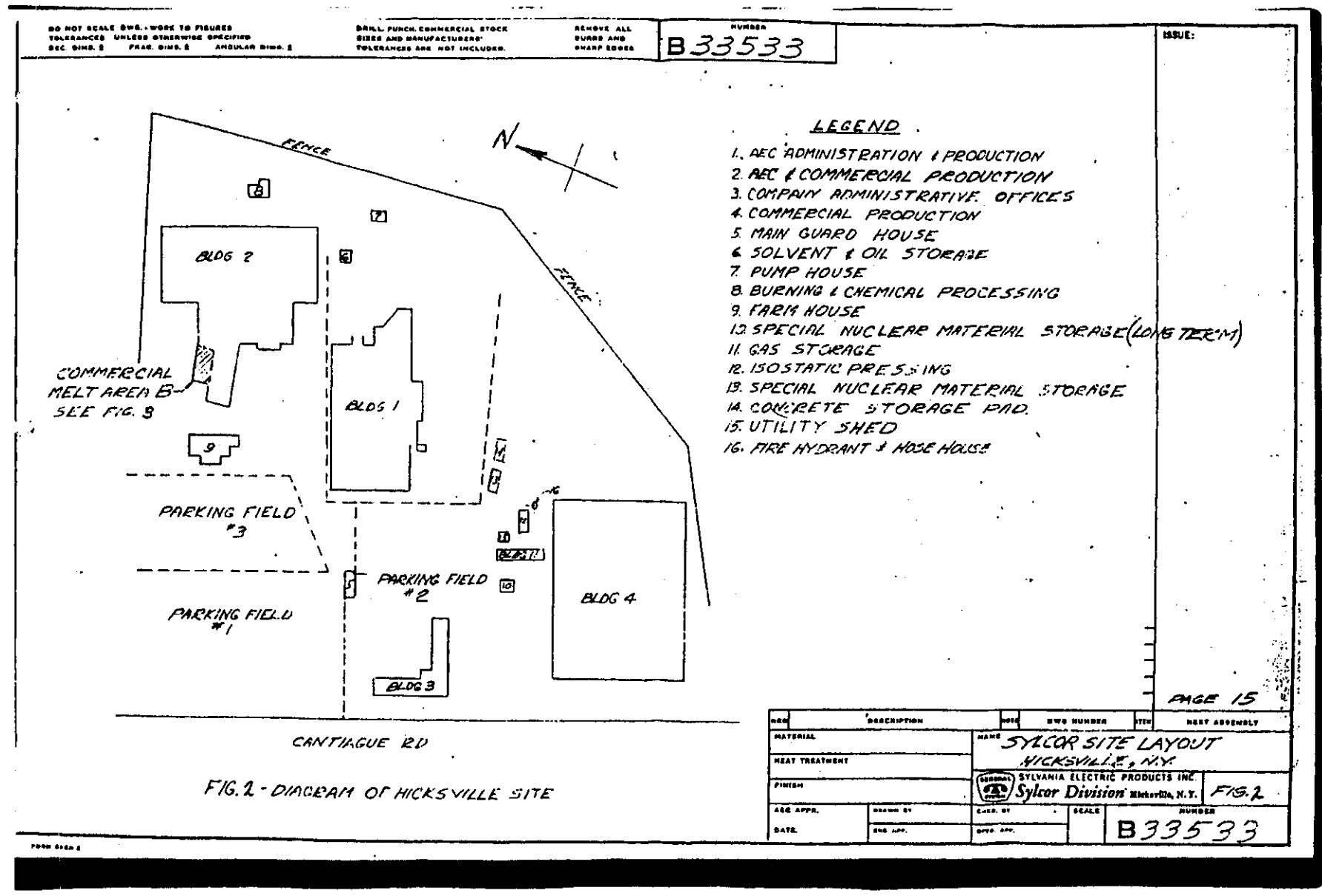
MEA:KEH:dlm

Enclosures:
See Attached List

Enclosures:

1. Memo August 2, 1965, "Surface Contamination Control Criteria for Unconditional Release of Contaminated Property," from A. F. Perge, DOS, to P. J. Hagelston, SRO.
2. Memo May 5, 1966, "Approval of Release of Sylcor Buildings for Unlimited Uses or Sale," from P. J. Hagelston, S&TS, SRO, to J. S. Hopkins, Admin. Div., SRO.
3. Report, January 31, 1966, "Decontamination of Sylcor 1293 Area Hicksville," by Dr. F. J. Bradley, Health Physicist, Isotopes, Inc.
4. Letter May 26, 1965, "Scrap to Fernald for Recovery," from Edward Meyer, Sylcor, to R. C. Blair, SRO Manager.
5. Memo July 30, 1965, "Disposal of Contaminated Waste from Sylcor," from I. A. Hobbs, T&P, SRO, to R. C. Blair, SRO Manager.
6. Letter August 4, 1965, "Transfer of Equipment from Sylcor to Savannah River Plant," from J. A. Monier, Du Pont, to R. C. Blair, SRO Manager.
7. Memo November 4, 1965, "Survey and Disposal of Equipment at Sylcor," from G. H. Giboney, S&TS, to J. S. Hopkins, Admin. Div., SRO.
8. Agreement January 1, 1965, "Use of Government Owned Facilities in Performance of Private Commercial Work," between AEC and Sylcor.
9. TWX May 18, 1965, "Notice, Termination of Contract," from F. P. Baranowski, HQ, to R. C. Blair, SRO Manager.
10. Letter December 6, 1965, "Contract Termination," from W. R. Mandaro, Sylcor, to R. C. Blair, SRO Manager.
11. Memo April 1, 1966, "Inspection of Sylcor's Hicksville Plant," from N. Stetson, SRO Manager, to W. M. Johnson, NYOO Manager.
12. Memo April 4, 1966, "Arrangements for Radiological Monitoring and Consultation at Sylcor," from K. E. Herde, S&TS, to P. J. Hagelston, S&TS Div., SROO.
13. Memo April 12, 1966, "Levels of Contamination Observed at Sylcor," from K. E. Herde, S&TS, to P. J. Hagelston, S&TS Div., SROO.
14. Letter February 1, 1966, "Compliance with N. Y. State Industrial Code," from Dr. Morris Kleinfeld, Consulting Medical Director, to Henry Grieb, Sylcor.

Question 4



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the
Implementation of an Investigation
of the Former Sylvania Electric
Products Incorporated Facility
by

AGREEMENT

(INDEX NUMBER: W1-0844-98-08)

GTE Operations Support Incorporated,
Volunteer.

DEFINITIONS

For purposes of this Agreement, the following terms have the following definitions:

- A. "ECL": the Environmental Conservation Law.
- B. "Day": a calendar day unless otherwise specified.
- C. "Department": the New York State Department of Environmental Conservation.
- D. "Site": that property which is located at 70, 100 and 140 Cantiague Rock Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, also known as Tax Map Section No. 11, Block No. 499, Lots Nos. 94, 99 and 100. A map of the Site showing its general location is attached to this Agreement as Exhibit "A."
- E. "Volunteer": GTE Operations Support Incorporated is the corporate successor to affiliated former owners and operators of the Site¹, and has offices at 1255 Corporate Drive (SVC 04C38), Irving, TX 75038.

¹ The corporate genealogy is as follows: Sylvania Electric Products Incorporated (Sylvania), in existence since 1942, merged with General Telephone Corporation on March 5, 1959 to form General Telephone & Electronics Corporation (now GTE Corporation) with Sylvania becoming a wholly-owned subsidiary. In March 1957, the Sylvania-Corning Nuclear Corporation (Sylcor) was incorporated, owned in equal shares by Sylvania and Corning Glass Works (Corning). In April 1960, Sylvania bought out Corning's interests in Sylcor. Ownership of the Site was transferred to Sylvania, and Sylcor was dissolved and liquidated into Sylvania on December 31, 1960. Sylvania changed its name to GT&E Sylvania Incorporated on December 23, 1970 and to GTE Sylvania Incorporated (GTE Sylvania) on January 1, 1971. On January 9, 1980, GTE Sylvania became GTE Products Corporation. On January 29, 1993, the sale by a wholly-owned subsidiary of GTE Corporation of all of the stock of GTE Products Corporation to OSRAM Acquisition Corporation, a wholly-owned subsidiary of Siemens Corporation was complete. In accordance with the terms of the Stock Purchase Agreement, certain preclosing matters were retained by the selling entity including those relating to the Site. Responsibility for said matters has been assumed by GTE Operation Support Incorporated.

F. "Work Plan": the Department-approved investigative work plan pertaining to the Site that Volunteer shall implement and that is attached to this Agreement as Exhibit "B", as may be modified under the terms of this Agreement and is an enforceable part of this Agreement.

CONSIDERING,

1. The Department is responsible for enforcement of the Environmental Conservation Law of the State of New York ("ECL"). This Agreement is entered into pursuant to the Department's authority under that law and constitutes an administrative settlement for purposes of 42 USC 9613(f).

2. A. Volunteer intends to investigate soil and groundwater chemical and radiological contamination on-Site and off-Site impacts caused by the on-Site contamination to allow for the continued light industrial use of the Site.

B. Volunteer represents, and for the purposes of this Agreement, the Department relies on those representations, that Volunteer's involvement with the Site and with the facility on that Site is limited to the following: Volunteer is the corporate successor to affiliated former owners and operators of the Site and retains the legal responsibility for matters relating to the ownership and operation of the Site by such affiliated former owners and operators.

3. The Department has the power, *inter alia*, to provide for the prevention and abatement of all water, land, and air pollution. ECL 3-0301.1.i.

4. The regulations implementing ECL Articles 1, 3, 17, 19, 27, 29, and 37 in 6 NYCRR Parts 380, 381, 382, and 383 authorize the Department to prevent and control environmental pollution by radioactive materials, and to regulate the transportation and disposal of low-level radioactive waste.

5. A. Volunteer wishes to enter into this Agreement in order to resolve its potential liability as an operator under ECL Article 27, Title 13 based solely upon Volunteer's investigation of the Site. The Department finds that such resolution, undertaken in accordance with the terms of this Agreement, is in the public interest.

B. Volunteer, desirous of implementing an investigation program acceptable to the Department, consents to the terms and conditions of this Agreement.

6. The Department and Volunteer agree that the goals of this Agreement are for Volunteer to, (i) implement the Department-approved investigation program for the Site; and (ii) reimburse the State's administrative costs as provided in this Agreement.

7. Volunteer agrees to be bound by the terms of this Agreement. Volunteer consents to and agrees not to contest the authority or jurisdiction of the Department to issue into or

enforce this Agreement, and agrees not to contest the validity of this Agreement or its terms.

IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES SET FORTH BELOW, VOLUNTEER AGREES TO THE FOLLOWING:

I. Performance and Reporting of the Work Plan

A. Within 60 days after the effective date of this Agreement, Volunteer shall commence implementation of the Work Plan attached to this Agreement as Exhibit "B."

B. Volunteer shall perform the Investigation in accordance with the Work Plan. Volunteer shall notify the Department of any significant difficulties that may be encountered in implementing the Work Plan or any Department-approved modification to the Work Plan and shall not modify any obligation unless first approved by the Department.

C. During implementation of all investigation activities identified in the Work Plan, Volunteer shall have on-Site a full-time representative who is qualified to supervise the work done.

D. In accordance with the schedule contained in the Work Plan, Volunteer shall submit to the Department a final investigation report. The final investigation report shall:

1. include all data generated and all other information obtained during the investigation;
2. provide all of the assessments and evaluations identified in the Work Plan;
3. identify any additional data that must be collected; and
4. include a certification by the individual or firm with primary responsibility for the day to day performance of the investigation that all activities that comprised the investigation were performed in full accordance with the approved Work Plan.

E. The Department shall not consider Volunteer to be the Site's operator merely for having carried out its obligations under this Agreement to the Department's satisfaction.

II. Progress Reports

A. Volunteer shall submit to the parties identified in Subparagraph IX.A.1 in the numbers specified therein copies of written monthly progress reports that:

1. describe the actions which have been taken toward achieving compliance with this Agreement during the previous month;
2. include all results of sampling and tests and all other data received or generated by Volunteer or Volunteer's contractors or agents in the previous month, including quality assurance/quality control information, whether conducted pursuant to this Agreement or conducted independently by Volunteer;
3. identify all reports and other deliverables required by this Agreement that were completed and submitted during the previous month;
4. describe all actions, including, but not limited to, data collection and implementation of the Work Plan, that are scheduled for the next month and provide other information relating to the progress at the Site;
5. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Volunteer's obligations under the Agreement, and efforts made to mitigate those delays or anticipated delays; and
6. include any modifications to the Work Plan that Volunteer has proposed to the Department and any that the Department has approved.

B. Volunteer shall submit these progress reports to the Department by the tenth day of every month following the effective date of this Agreement.

C. Volunteer also shall allow the Department to attend, and shall provide the Department at least five days advance notice of pre-bid meeting, job progress meetings, substantial completion meeting, and final completion meeting relating to the Work Plan's implementation.

III. Review of Submittals

A. The Department shall review each of the submittals Volunteer makes pursuant to this Agreement to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Agreement and with generally accepted technical and scientific principles. The Department shall notify Volunteer in writing of its approval or disapproval of the submittal. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement. If the Department approves a submittal, it shall notify Volunteer in writing within 60 days after its receipt of the submittal.

B. 1. If the Department disapproves a submittal, it shall so notify Volunteer in writing and shall specify the reasons for its disapproval within 60 days after its receipt of the submittal and may request Volunteer to modify or expand the submittal; provided,

however, that the matters to be addressed by such modification or expansion are within the specific scope of work as described in the Work Plan. Within 60 days after receiving written notice that Volunteer's submittal has been disapproved, Volunteer shall make a revised submittal to the Department which endeavors to address and resolve all of the Department's stated reasons for disapproving the first submittal.

2. After receipt of the revised submittal, the Department shall notify Volunteer in writing within 30 days of its approval or disapproval. If the Department disapproves the revised submittal, the Department and the Volunteer may pursue whatever remedies at law or in equity (by declaratory relief) that may be available to them, without prejudice to either's right to contest the same. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Agreement.

IV. Enforcement

A. This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York.

B. Volunteer shall not suffer any penalty under this Agreement or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement because of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Volunteer's reasonable control ("force majeure event"). Volunteer shall, within five working days of when it obtains knowledge of any such force majeure event, notify the Department in writing. Volunteer shall include in such notice the measures taken and to be taken by Volunteer to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Volunteer shall have the burden of proving by a preponderance of the evidence that an event is a defense to compliance with this Agreement pursuant to this Subparagraph IV.B of this Agreement.

V. Entry upon Site

The Department acknowledges that Volunteer does not own the Site. Volunteer shall make best efforts to obtain access agreements from the current owners of the Site. Upon notice which is reasonable under the circumstances, Volunteer hereby consents to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteer consistent with Volunteer's access agreements with the current owners of the Site by any duly designated employee, consultant, contractor, or agent of the Department or any State agency having jurisdiction with respect to this Agreement for purposes of inspection, sampling, and testing and to ensure Volunteer's compliance with this Agreement. The Department shall abide by the health and safety rules in effect for work performed at the Site under the terms of this Agreement. Volunteer shall permit the Department full access to all records relating to matters addressed by this Agreement and as set forth in Subparagraph II.C of this Agreement to job meetings.

VI. Payment of State Costs

A. Within thirty days after receipt of an itemized invoice(s) from the Department, Volunteer shall pay to the Department a sum of money which shall represent reimbursement for the State's expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for work performed at the Site with respect to the investigation covered by this Agreement to the effective date of this Agreement, as well as for negotiating this Agreement, reviewing and revising submittals made pursuant to this Agreement, overseeing activities conducted pursuant to this Agreement, collecting and analyzing samples, and administrative costs associated with this Agreement. The total of such costs in the aggregate shall not exceed \$65,000.00. Each such payment shall be made by corporate check payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010

Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

B. Volunteer may within thirty days after receipt of an itemized invoice from the Department schedule an appointment with the Bureau of Program Management to review supporting documentation. Payment of such invoice shall be made within 30 days of the scheduled appointment for review of supporting documentation.

VII. Department Reservation of Rights

A. Except as provided in Subparagraph I.E of this Agreement, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights including, but not limited to, natural resources damages with respect to any party including Volunteer.

B. Nothing contained in this Agreement shall prejudice any rights of the Department to take any investigatory or remedial action it may deem necessary if Volunteer fails to comply with this Agreement.

C. Nothing contained in this Agreement shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary

abatement powers.

D. Nothing contained in this Agreement shall be construed to affect the Department's right to terminate this Agreement at any time during its implementation if Volunteer fails to comply substantially with this Agreement's terms and conditions.

E. Except as otherwise provided in this Agreement, Volunteer specifically reserves all defenses Volunteer may have under applicable law respecting any Departmental assertion of remedial liability against Volunteer; and reserves all rights Volunteer may have respecting the enforcement of this Agreement, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Agreement or Volunteer's compliance with this Agreement shall not be construed as an admission of liability, fault, or wrongdoing by Volunteer, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

VIII. Indemnification

Volunteer shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Volunteer and/or any of Volunteer's directors, officers, employees, servants, agents, successors, and assigns.

IX. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Volunteer shall be sent to:

Robert Stewart
Region 1
Division of Environmental Remediation
SUNY Campus Loop Bldg. 40
Stony Brook, New York 11790

with copies to:

William Varcasio
Division of Solid and Hazardous Materials
Bureau of Pesticides and Radiation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12203

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

and

Rosalie K. Rusinko, Esq.
New York State Department of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road 5th Floor
Tarrytown, New York 10591

Copies of work plans and reports shall be submitted as follows:

- Four copies (one unbound) to Robert Stewart
- One copy to William Varcasio
- Two copies to Dr. Carlson
- One copy to Rosalie K. Rusinko, Esq.

2. Communication to be made from the Department to Volunteer shall be sent to:

Alvin E. Ludwig
GTE Operations Support Incorporated
1255 Corporate Drive (SVC04C38)
Irving, TX 75038

B. The Department and Volunteer reserve the right to designate additional or different addressees for communication on written notice to the other given in accordance with this Paragraph IX.

X. Miscellaneous

A. 1. By entering into this Agreement, Volunteer certifies that it has fully and accurately disclosed to the Department all information known to Volunteer and all information in the possession or control of Volunteer's officers, directors, employees, contractors, and agents which relates in any way to the contamination existing on the effective date of this Agreement or any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site and to their application for this Agreement.

2. If the Department determines that information Volunteer provided and certifications made are not materially accurate and complete, this Agreement, upon the reasonable determination of the Department, shall be null and void *ab initio* except with respect to the provisions of Paragraphs VI and VIII as of the date of termination, and except with respect to the Department's right to enforce those obligations under this Agreement, and the Department shall reserve all rights that it may have.

B. Volunteer shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Agreement. The responsibility for the performance of the professionals retained by Volunteer shall rest solely with Volunteer. The Department shall not unreasonably withhold its acceptance of such professionals and shall inform Volunteer of its decision within 18 days after the Department receives a copy of such professional's credentials and qualifications.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Volunteer, and the Department also shall have the right to take its own samples. Volunteer shall make available to the Department the results of all sampling and/or tests or other data generated by Volunteer with respect to implementation of this Agreement and shall submit these results in the progress reports required by this Agreement. The Department shall allow the Respondent to take split samples of any sample taken by the Department and will provide the results of all sampling and/or other data generated by the Department with respect to implementation of this Agreement.

D. Volunteer shall notify the Department at least five working days in advance of any field activities to be conducted pursuant to this Agreement.

E. 1. Subject to Subparagraph X.E.2 of this Agreement, Volunteer shall obtain all permits, easements, rights-of-way, rights-of-entry, approvals, or authorizations necessary to perform Volunteer's obligations under this Agreement. If Volunteer encounters difficulty in obtaining these items in a timely fashion through no fault of the Volunteer, the delay will not be considered a failure by the Volunteer to meet its obligations under this Agreement. Volunteer shall immediately notify the Department both orally and in writing by certified mail or private courier service of any such delays and the Department shall adjust the implementation schedule of the Work Plan as necessary.

2. In carrying out the activities identified in the Work Plan, the Department may exempt Volunteer from the requirement to obtain any Department permit for any activity that is conducted on the Site and that satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit.

F. Volunteer, Volunteer's officers, directors, agents, servants, and employees (in the performance of their designated duties on behalf of Volunteer), and Volunteer's lessees,

sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership or corporate status of Volunteer including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Volunteer's responsibilities under this Agreement. Volunteer's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Agreement in the performance of their designated duties on behalf of Volunteer.

G. Volunteer shall provide a complete copy of this Agreement to its environmental consultant, O'Brien & Gere Engineers, Inc., and shall provide a copy of the main body of this Agreement with the portion of the Work Plan relevant to the work being performed to each contractor hired to perform work required by this Agreement and to each person representing Volunteer with respect to the Site and shall condition all contracts entered into in order to carry out the obligations identified in this Agreement upon performance in conformity with the terms of this Agreement. Volunteer or Volunteer's contractors shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the work required by this Agreement. Volunteer shall nonetheless be responsible for ensuring that Volunteer's contractors and subcontractors perform the work in satisfaction of the requirements of this Agreement.

H. All references to "days" in this Agreement are to calendar days unless otherwise specified.

I. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

J. 1. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by an authorized representative of the party to be bound. No informal advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Volunteer of Volunteer's obligation to obtain such formal approvals as may be required by this Agreement.

2. If Volunteer desires that any provision of this Agreement be changed, Volunteer shall make timely written application, signed by the Volunteer, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to Robert Stewart and to Rosalie K. Rusinko.

K. This Agreement is not subject to review under the State Environmental Quality Review Act, 6 NYCRR 617.5(c)(18).

L. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right Volunteer otherwise may have to seek and obtain contribution and/or

indemnification from other potentially responsible parties or their insurers, or Volunteer's insurers, for payments made previously or in the future for response costs.


M. Volunteer and Volunteer's officers, directors, employees, servants, agents, lessees, successors, and assigns hereby affirmatively waive any right they had, have, or may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site, and further release and hold harmless the New York State Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever that any of same has or may have as a result of Volunteer's entering into or fulfilling the terms of this Agreement with respect to the Site.

N. The effective date of this Agreement shall be the date it is signed by the Commissioner or his designee.

DATED:

4/7/99

Gavin J. Donohue ✓ *Executive Deputy*
~~JOHN P. CAHILL~~, COMMISSIONER
NEW YORK STATE DEPARTMENT
OF ENVIRONMENTAL CONSERVATION



CONSENT BY VOLUNTEER

Volunteer hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

GTE Operations Support Incorporated

By: [Signature]
Alvin E. Ludwig, Vice President - Controller

Date: 3/22/99

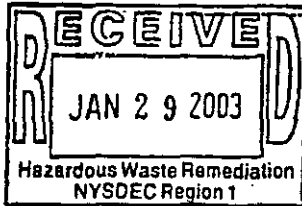
STATE OF TEXAS)
) s.s.:
COUNTY OF DALLAS)

On this 22 day of March, 1999, before me personally came Alvin E. Ludwig, to me known, who being duly sworn, did depose and say that he resides in Dallas; that he is Vice President - Controller of GTE Operations Support Incorporated, the Corporation described in and which executed the foregoing instrument; and that he signed his name on behalf of GTE Operations Support Incorporated and was authorized to do so.

[Signature]
Notary Public



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



In the Matter of the Implementation of a
Voluntary Cleanup Agreement
for: Former Sylvania Electric Products Incorporated Facility,
by: GTE Operations Support Incorporated, "Volunteer"
Site #: V-00089-1 Index #: W1-0903-01-12

WHEREAS, the Department is responsible for enforcement of the ECL and the NL and such laws provide the Department authority to enter into this Agreement;

WHEREAS, the Department has established a Voluntary Cleanup Program to address the environmental, legal and financial barriers that hinder the redevelopment and reuse of contaminated properties;

WHEREAS, Volunteer represents, and the Department relied upon such representations in entering into this Agreement, that Volunteer's involvement with the Site is limited to the following: Volunteer is the corporate successor to affiliated former owners and operators of the Site and retains the legal responsibility, by contract, for matters relating to the ownership and operation of the Site by such affiliated former owners and operators. Volunteer has also acquired ownership of one of the three parcels that constitute the area of the former Site;

WHEREAS, the parties are entering into this Agreement in order to set forth a process through which the Department will approve and the Volunteer will implement activities designed to address in whole or in part environmental contamination at the Site; and

WHEREAS, the Department has determined that it is in the public interest to enter into this Agreement as a means to address environmental issues at the Site with private funds while ensuring the protection of human health and the environment;

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES. THE PARTIES AGREE TO THE FOLLOWING:

I. Site Specific Definitions

For purposes of this Agreement, the terms set forth in the Glossary attached to, and made a part of, this Agreement shall have the meanings ascribed to them in that Glossary. In addition, for purposes of this Agreement, the following terms shall have the following meanings:

A. "Contemplated Use": Unrestricted.

B. "Existing Contamination": Soil and groundwater contamination with low level radioactive wastes, particularly thorium and uranium; volatile organic compounds, consisting primarily of tetrachloroethene (PCE) and trichloroethene (TCE); and heavy metals, particularly nickel. The term also includes contamination identified during the implementation of this

Questions
6, 9, & 15

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Agreement, the nature and extent of which were unknown or insufficiently characterized as of the effective date of this Agreement, but which shall have been fully characterized and addressed to the Department's satisfaction.

C. "Site": A parcel of real property located at 140 Cantiague Rock Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, also known as Tax Map Section No. 11, Block No. 499, Lot No.100. Exhibit "A" of this Agreement is a map of the Site showing its general location.

D. "Volunteer": GTE Operations Support Incorporated is a corporate successor to affiliated former owners and operators of the Site, and has offices at 600 Hidden Ridge Dr. (HQE03E60), Irving, Texas 75038.

II. Development, Performance and Reporting of Work Plans

A. Work Plan Labels

The work plans ("Work Plan" or "Work Plans") under this Agreement shall be captioned as follows:

1. "Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination at the Site;
2. "IRM Work Plan" if the Work Plan provides for an interim remedial measure;
3. "Remedial Action Work Plan" if the Work Plan provides for the Site's remediation to cleanup levels sufficient to allow for the Contemplated Use of the Site; or
4. "OM&M Work Plan" if the Work Plan provides for post-remedial construction operation, monitoring and/or maintenance.

B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Agreement shall be submitted within 40 Days after the effective date of this Agreement. Thereafter, the Volunteer can submit such other and additional work plans it deems appropriate.

2. A proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. A Professional Engineer must prepare, sign, and seal all Work Plans other than an Investigation Work Plan. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be incorporated into and become an enforceable part of this Agreement and shall be implemented in accordance with the schedule contained therein. In the event the Department disapproves a Work Plan, within 20 Days after receiving written notice of such disapproval, Volunteer shall elect in writing to: (i) modify or expand it; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Subparagraph XII.A.

3. During all field activities, Volunteer shall have on-Site a representative who is qualified to supervise the activities undertaken. Such representative may be an employee or a consultant retained by Volunteer to perform such supervision.

C. Revisions to Work Plans

If revisions to a Work Plan are required to satisfy the objectives of such Work Plan, the parties will negotiate revisions which shall be attached to and incorporated into the relevant Work Plan and which shall be enforceable under this Agreement. If the parties cannot agree upon revisions to the relevant Work Plan, then unless the Volunteer invokes dispute resolution pursuant to Paragraph XIII, either party may terminate this Agreement pursuant to Subparagraph XII.A.

D. Submission of Final Reports

1. In accordance with the schedule contained in a Work Plan, Volunteer shall submit a final report which includes the caption of that Work Plan on the cover page. The final report pertaining to that Work Plan's implementation shall include but not be limited to: all data generated relative to the Site and all other information obtained as part of the implementation of the subject Work Plan; all of the assessments and evaluations required by the subject Work Plan; a statement of any additional data that must be collected; and "as-built" drawings, to the extent necessary, showing all changes made during construction. Additionally, the final report for an Investigation Work Plan shall contain a certification by the person with primary responsibility for the day to day performance of the activities under this Agreement that those activities were performed in full accordance with the Investigation Work Plan, and all other final reports must contain such certification made by a Professional Engineer with primary responsibility for the day to day performance of the activities under this Agreement.

2. An OM&M Work Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Action Work Plan.

E. Review of Submittals other than Work Plans

1. The Department shall timely notify Volunteer in writing of its approval or disapproval of each submittal other than a Work Plan. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. If the Department disapproves a submittal covered by this subparagraph, it shall specify the reasons for its disapproval and may request Volunteer to modify or expand the submittal. Within 20 Days after receiving written notice that Volunteer's submittal has been disapproved, Volunteer shall elect in writing to either (i) modify or expand it; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Subparagraph XII.A. If Volunteer submits a revised submittal and it is disapproved, the Department and Volunteer may pursue whatever remedies may be available under this Agreement or under law.

3. Within 60 Days of the Department's approval of a final report, Volunteer shall submit such additional Work Plans as it proposes to implement. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Volunteer, result in the termination of this Agreement pursuant to Subparagraph XII.B.

4. All approved final reports shall be submitted to the Department in an electronic format acceptable to the Department within 30 Days of approval of such final report.

F. Department's Determination of Need for Remediation

The Department will determine upon its approval of each final report dealing with the investigation of the Site whether remediation, or additional remediation as the case may be, is needed to allow the Site to be used for the Contemplated Use.

1. The Department shall timely notify Volunteer if it determines that remediation, or additional remediation, is not needed to allow the Site to be used for the Contemplated Use. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, Volunteer shall cause to be filed a Declaration of Covenants and Restrictions in accordance with Paragraph X within 60 Days of receipt of the Department's determination. Upon receipt of a copy of such instrument, the Department will provide Volunteer with the Release described in Subparagraph II.H.

2. If the Department determines that remediation, or additional remediation, is needed to allow the Site to be used for the Contemplated Use, Volunteer may elect to submit for review and approval a proposed Work Plan (or a revision to an existing Remedial Action Work Plan for the Site) which addresses the remediation of Existing Contamination. Such proposed Work Plan shall include, among other requirements, an evaluation of the proposed remedy considering the factors set forth in 6 NYCRR 375-1.10(c)(1) through (c)(6), excluding consideration of cost-effectiveness. At a minimum, the remedial activities contemplated by the proposed Work Plan must eliminate or mitigate all significant threats to the public health and/or the environment and must result in the Site being protective of public health and the environment for the Contemplated Use. The Department will notice a proposed Work Plan addressing the Site's remediation for public comment in accordance with Subparagraph II.G of this Agreement. If Volunteer elects not to develop a Work Plan under this Subparagraph or either party concludes that a mutually acceptable Work Plan under this Subparagraph cannot be negotiated, then this Agreement shall terminate in accordance with Subparagraph XII.A.

G. Notice of Proposed Work Plan for the Site's Remediation

Whenever a Work Plan for the Site's remediation (other than an IRM Work Plan) is proposed, the Department will publish a notice in the Environmental Notice Bulletin to inform the public of the opportunity to submit comments on the proposed Work Plan within 30 Days after the date of the issue in which the notice appears. The Department shall mail an equivalent notice to Town of Oyster Bay and County of Nassau. The Department will notify Volunteer following the close of the public comment period whether the proposed Work Plan needs to be revised. If the Department determines that revisions are necessary for Site conditions to be

protective of the public health or the environment based upon the Contemplated Use, Volunteer agrees to negotiate revisions to the proposed Work Plan in accordance with Paragraph II.C. If the Department determines that no revisions are required, then the Work Plan shall be attached hereto as Exhibit "B."

H. Release and Covenant Not To Sue

Upon the Department's determination that (i) Volunteer is in compliance with the Agreement; (ii) no requirements other than those remedial actions, exclusive of OM&M activities, already conducted at the Site, if any, are necessary to assure that Site conditions are protective of the public health and the environment based upon the Contemplated Use; and (iii) Volunteer has complied, if required, with Paragraph X, the Department shall provide Volunteer with the Release and Covenant Not to Sue attached hereto as Exhibit "C," subject to the terms and conditions stated therein.

I. Submission of Annual Reports, if required

If institutional or engineering controls are relied upon as part of the remedy implemented under this Agreement, Volunteer shall cause the filing of an annual report by January 15th until the Department notifies Volunteer in writing that the remedial process is concluded. Such annual report shall be signed by a Professional Engineer and shall contain a certification that the institutional and engineering controls put in place pursuant to this Agreement are still in place, have not been altered and are still effective.

III. Progress Reports

Volunteer shall submit a written progress report of its actions under this Agreement to the parties identified in Subparagraph XI.A.1 by the 10th Day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Volunteer in connection with this Site, whether under this Agreement or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule, efforts made to mitigate such delays, and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

IV. Enforcement

This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Volunteer shall not suffer any penalty or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement as a result of a Force Majeure Event provided it notifies the Department in writing within 10 Working Days of when it obtains knowledge of any such event. Volunteer shall include in such notice the measures taken and to

be taken to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Volunteer shall have the burden of proving by a preponderance of the evidence that an event qualifies as a defense to compliance pursuant to this Paragraph.

V. Entry upon Site

A. Volunteer hereby consents, upon reasonable notice under the circumstances presented, to entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteer, by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to the matters addressed in a Department-approved Work Plan, and by any agent, consultant, contractor or other person so authorized by the Commissioner, all of whom shall abide by the health and safety rules in effect for the Site, for (i) inspecting, sampling, and copying records related to the contamination at the Site; (ii) implementing the activities under this Agreement; and (iii) testing and any other activities necessary to ensure Volunteer's compliance with this Agreement. Volunteer shall provide the Department with suitable office space at the Site, including access to a telephone, to the extent same are available. Upon request, Volunteer shall permit the Department full access to all non-privileged records relating to matters addressed by this Agreement. Raw data is not considered privileged and that portion of any privileged document containing raw data must be provided to the Department.

B. The Department shall have the right to take its own samples and scientific measurements and the Department and Volunteer shall have the right to obtain samples, duplicate samples, or both, of all substances and materials sampled. The Department shall make the results of all sampling and scientific measurements taken under this Subparagraph available to Volunteer.

VI. Payment of State Costs

A. Within 45 Days after receipt of an itemized invoice from the Department, Volunteer shall pay to the Department a sum of money which shall represent reimbursement for State Costs for work performed at or in connection with the Site prior to the effective date of this Agreement as well as for negotiating this Agreement, and all costs associated with this Agreement, through and including the Termination Date.

B. Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports. The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C. Such invoice shall be sent to Volunteer at the following addresses:

Alvin E. Ludwig
GTE Operations Support Incorporated
600 Hidden Ridge Drive (HQE03E60)
Irving, TX 75038

David Feldman, Esq.
Legal Department
GTE Operations
1095 Avenue of the Americas, Room 3806
New York, New York 10036

D. Each such payment shall be made payable to the Department of Environmental Conservation and shall be sent to: Bureau of Program Management, Division of Environmental Remediation, New York State Department of Environmental Conservation, 625 Broadway, Albany, NY 12233-7010.

E. Each party shall provide written notification to the other within 90 Days of any change in the foregoing addresses.

F. Volunteer may contest, in writing, invoiced costs under Subparagraph VI.A if it believes (i) the cost documentation contains clerical, mathematical, or accounting errors; (ii) the costs are not related to the State's activities reimbursable under this Agreement; or (iii) the Department is not otherwise legally entitled to such costs. If Volunteer objects to an invoiced cost, Volunteer shall pay all costs not objected to within the time frame set forth in Subparagraph VI.A and shall, within 30 Days of receipt of an invoice, identify in writing all costs objected to and identify the basis of the objection. This objection shall be filed with the Division of Environmental Remediation's Director of the Bureau of Program Management. The Director or the Director's designee shall have the authority to relieve Volunteer of the obligation to pay invalid costs. Within 45 Days of the Department's determination of the objection, Volunteer shall pay to the Department the amount which the Director or the Director's designee determines Volunteer is obligated to pay or commence an action or proceeding seeking appropriate judicial relief.

G. In the event any instrument for the payment of any money due under this Agreement fails of collection, such failure of collection shall constitute a violation of this Agreement, provided (i) the Department gives Volunteer written notice of such failure of collection, and (ii) the Department does not receive from Volunteer a certified check or bank check within 14 Days after the date of the department's written notification.

VII. Reservation of Rights

A. 1. Except as provided in the Release and Covenant Not to Sue (Exhibit "C") after its issuance and except as provided in Subparagraph VII.A.2, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights or authorities, including, but not limited to, the right to recover natural resource damages, the right to take any investigatory or remedial action deemed necessary, and the right to exercise summary abatement powers with respect to any party, including Volunteer.

2. Except for the Department's right to take any investigatory or remedial action deemed necessary as a result of a significant threat resulting from the Existing Contamination or to exercise summary abatement powers, the Department shall not take any enforcement action under ECL Article 27, Title 13, under CERCLA, under the NL, or under comparable statutory or common law theories of remedial liability with respect to the Existing Contamination, to the extent that such contamination is being addressed under the Agreement, against Volunteer or Volunteer's grantees, successors or assigns during the implementation of this Agreement, provided such party is in compliance with the terms and provisions of this Agreement, including, without limitation, the requirements of all Work Plans and amendments thereto.

B. Except as otherwise provided in this Agreement, Volunteer specifically reserves all rights and defenses under applicable law to contest, defend against, dispute or disprove any actions, proceedings, allegations, assertions, determination or order of the Department, including any assertion of remedial liability by the Department against Volunteer, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Volunteer's compliance with it shall not be construed as an admission of liability, fault, wrongdoing or violation of law by Volunteer, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

C. Except as provided in Subparagraph XIV.L, Volunteer reserves such rights as it may have to seek and obtain contribution, indemnification and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers, for past or future response and/or cleanup costs or such other costs or damages arising from contamination at the Site as provided under applicable law.

VIII. Indemnification

Volunteer shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Volunteer prior to the Termination Date except for liability arising from (i) vehicular accidents occurring during travel to or from the Site; or (ii) from willful, wanton or malicious acts or acts constituting gross negligence or criminal behavior by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. The Department shall provide Volunteer with written notice no less than 30 Days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

IX. Public Notice

A. Within 30 Days after the effective date of this Agreement, Volunteer shall cause to be filed a Department-approved Notice of Agreement, which Notice shall be substantially similar to the Notice of Agreement attached to this Agreement as Exhibit "D," with the County Clerk in the county in which the Site is located (or the City Register if the Site is located in

Manhattan, Bronx, Kings or Queens County) to give all parties who may acquire any interest in the Site notice of this Agreement. Within 30 Days of such filing (or such longer period of time as may be required to obtain a certified copy provided Volunteer advises the Department of the status of its efforts to obtain same within 30 Days), Volunteer shall provide the Department with a copy of such instrument certified by such County Clerk (or the City Register) to be a true and faithful copy. Volunteer may terminate such Notice on or after the Termination Date of this Agreement.

B. If Volunteer proposes to convey the whole or any part of Volunteer's ownership interest in the Site, or becomes aware of such conveyance, Volunteer shall, not fewer than 45 Days before the date of conveyance or within 45 Days after becoming aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Agreement. However, such obligation shall not extend to the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease or any other right accruing to a person not affiliated with Volunteer to secure the repayment of money or the performance of a duty or obligation.

X. Declaration of Covenants and Restrictions

A. Within 30 Days after the Department's approval of a Remedial Action Work Plan which relies upon one or more institutional controls, or within 30 Days after the Department's determination pursuant to Subparagraph II.F.1 that additional remediation is not needed based upon use restrictions, Volunteer shall submit to the Department for approval a Declaration of Covenants and Restrictions to run with the land which provides for covenants and restrictions consistent with the Work Plan. The submittal shall be substantially similar to Exhibit "E." Volunteer shall cause such instrument to be recorded with the County Clerk (or the City Register) in the county in which the Site is located within 30 Days of the Department's approval of such instrument. Volunteer shall provide the Department with a copy of such instrument certified by the County Clerk (or the City Register) to be a true and faithful copy within 30 Days of such recording (or such longer period of time as may be required to obtain a certified copy provided Volunteer advises the Department of the status of its efforts to obtain same within such 30 Day period).

B. Volunteer or the owner of the Site may petition the Department to modify or terminate the Declaration of Covenants and Restrictions filed pursuant to this Paragraph at such time as it can certify that the Site is protective of human health and the environment for residential uses without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer. The Department will not unreasonably withhold its consent.

XI. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Volunteer shall be sent to:

Robert Stewart, Project Manager
Division of Environmental Remediation
New York State Department of Environmental Conservation
SUNY Campus, Bldg. 40
Stony Brook, New York 11790-2356

Note: four copies (one unbound) of work plans are required to be sent.

Kevin Carpenter
Central Office VCP Coordinator
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, New York 12233-7015

Gary A. Litwin
Bureau of Environmental Exposure Investigation
New York State Department of Health
Flanigan Square
547 River Street
Troy, New York 12180-2216

Note: two copies of work plans are required to be sent, and

Denise J. D'Ambrosio
Assistant Counsel
Division of Environmental Enforcement
New York State Department of Environmental Conservation
200 White Plains Road - 5th Floor
Tarrytown, New York 10591-5805

2. Communication from the Department to Volunteer shall be sent to:

Alvin E. Ludwig
GTE Operations Support Incorporated
600 Hidden Ridge Drive (HQE03E60)
Irving, TX 75038

David Feldman, Esq.
Legal Department
GTE Operations
1095 Avenue of the Americas, Room 3806
New York, New York 10036

B. The Department and Volunteer reserve the right to designate additional or different addressees for communication on written notice to the other.

C. Each party shall notify the other within 90 Days after any change in the addresses listed in this Paragraph XI or in Paragraph VI.

XII. Termination of Agreement

A. 1. Volunteer may elect in writing to terminate this Agreement without cause while the Department may only elect to terminate this Agreement for cause, which shall be established so long as the Department's stated reason is not arbitrary and capricious. The Department shall include in its notice of termination the basis for its election to terminate this Agreement.

2. In the event of either party's election to terminate this Agreement, this Agreement shall terminate effective the 5th Day after the non-terminating party's receipt of the written notification terminating this Agreement, except that such termination shall not affect the provisions contained in Paragraphs IV, VI and VIII and in Subparagraph XIV.L, nor Volunteer's obligation to ensure that it does not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which prevailed before any activities were commenced under this Agreement, which provisions and obligation shall survive the termination of this Agreement.

B. Notwithstanding Subparagraph XII.A, this Agreement shall terminate without notice in the event that Volunteer fails to submit additional Work Plans in accordance with Subparagraph II.E, unless other Work Plans are under review by the Department or being implemented by Volunteer.

XIII. Dispute Resolution

A. If Volunteer disagrees with the Department's notice of disapproval of a submittal or a proposed Work Plan, disapproval of a final report, nullification of this Agreement pursuant to Subparagraph XIV.A.2, or rejection of Volunteer's assertion of a Force Majeure Event, Volunteer shall, within 30 Days of receipt of such notice, request in writing informal negotiations with the Department in an effort to resolve the dispute. A copy of such request shall be sent by Volunteer to the appropriate Remedial Bureau Chief in the Department's Central Office. The Department and Volunteer shall consult together in good faith and exercise best efforts to resolve any differences or disputes without resort to the procedures described in Subparagraph XIII.B. The period for informal negotiations shall not exceed 30 Days from Volunteer's request for informal negotiations. If the parties cannot resolve a dispute by informal negotiations during this period, the Department's position shall be considered binding unless Volunteer notifies the Department in writing within 30 Days after the conclusion of the 30 Day period for informal negotiations that it invokes the dispute resolution provisions provided under Subparagraph XIII.B.

B. 1. Volunteer shall serve upon the ADD a request for formal dispute resolution and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, factual data, analysis or opinion supporting its position, and all supporting documentation upon which Volunteer relies (hereinafter called the "Statement of Position"). A copy of such request and written statement shall be provided to the parties listed under Subparagraph XI.A.

2. The Department shall serve its Statement of Position no later than 20 Days after receipt of Volunteer's Statement of Position.

3. Volunteer shall have the burden of proving by a preponderance of the evidence that the Department's position is not in accordance with law or otherwise should not prevail. The ADD can conduct meetings, in person or via telephone conferences, and request additional information from either party if such activities will facilitate a resolution of the issues.

4. The ADD will issue a final decision resolving the dispute in a timely manner. The final decision shall constitute a final agency action and Volunteer shall have the right to seek judicial review of the decision pursuant to Article 78 of the CPLR provided that Volunteer commences such proceeding within 45 Days after receipt of a copy of the decision. Volunteer shall be in violation of this Agreement if it fails to comply with the final decision resolving this dispute within 45 Days after the date of such final decision, or such other time period as may be provided in the final decision, unless it seeks judicial review of such decision within the 45 Day period provided. In the event that Volunteer seeks judicial review, Volunteer shall be in violation of this Agreement if it fails to comply with the final order or settlement within 30 Days after its effective date, unless otherwise directed by the Court. For purposes of this Subparagraph, a determination shall not be final until the time to perfect an appeal of that determination has expired.

5. The invocation of dispute resolution shall not extend, postpone or modify Volunteer's obligations under this Agreement with respect to any item not in dispute unless or until the Department agrees or a court determines otherwise.

6. The Department shall keep an administrative record which shall be available consistent with Article 6 of the Public Officers Law.

XIV. Miscellaneous

A. 1. Volunteer hereby certifies that all information known to Volunteer and all information in the possession or control of Volunteer and its agents which relates in any way to the contamination existing at the Site on the effective date of this Agreement, and to any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site, and to its application for this Agreement, has been fully and accurately disclosed to the Department in conjunction with the Volunteer's application for the Voluntary Cleanup Program.

2. If the information provided and certifications made by Volunteer are not materially accurate and complete, this Agreement, except with respect to the provisions of Paragraphs IV, VI and VIII and Subparagraph XIV.O, at the sole discretion of the Department, shall be null and void *ab initio* 15 Days after the Department's notification of such inaccuracy or incompleteness and the Department shall reserve all rights that it may have, unless, however, Volunteer submits information within that 15 Day time period indicating that the information provided and the certifications made were materially accurate and complete.

B. Volunteer shall allow the Department to attend, and shall notify the Department at least 7 Working Days in advance of, any field activities to be conducted pursuant to this Agreement, as well as any pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting.

C. Volunteer shall use "best efforts" to obtain all Site access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations necessary to perform Volunteer's obligations under this Agreement, except that the Department may exempt Volunteer from the requirement to obtain any permit issued by the Department for any activity that is conducted on the Site and that the Department determines satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit. If, despite Volunteer's best efforts, any access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations required to perform this Agreement are not obtained within 45 Days after the effective date of this Agreement or within 45 Days after the date the Department notifies Volunteer in writing that additional access beyond that previously secured is necessary, Volunteer shall promptly notify the Department, and shall include in that notification a summary of the steps Volunteer has taken to obtain access. The Department may, as it deems appropriate and within its authority, assist Volunteer in obtaining access. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require that Volunteer modify the Work Plan pursuant to Subparagraph II.C of this Agreement.

D. Volunteer shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Agreement.

E. Volunteer shall provide a copy of this Agreement to each contractor hired to perform work required by this Agreement and shall condition all contracts entered into to carry out the obligations identified in this Agreement upon performance in conformity with the terms of this Agreement. Volunteer or its contractor(s) shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the work required by this Agreement. Volunteer shall nonetheless be responsible for ensuring that Volunteer's contractors and subcontractors perform the work in satisfaction of the requirements of this Agreement.

F. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Agreement.

G. 1. The terms of this Agreement shall constitute the complete and entire agreement between the Department and Volunteer concerning the implementation of the Work Plan(s) attached to this Agreement. No term, condition, understanding or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Volunteer of Volunteer's obligation to obtain such formal approvals as may be required by this Agreement. In the event of a conflict between the terms of this Agreement and any Work Plan submitted pursuant to this Agreement, the terms of this Agreement shall control over the terms of the Work Plan(s) attached as Exhibit "B." Volunteer consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Agreement.

2. i. Except as set forth herein, if Volunteer desires that any provision of this Agreement be changed, other than a provision of a Work Plan or a time frame, Volunteer shall make timely written application to the Commissioner with copies to the parties listed in Subparagraph XI.A.1. The Commissioner or the Commissioner's designee shall timely respond.

ii. Changes to the Work Plan shall be accomplished as set forth in Subparagraph II.C of this Agreement.

iii. Changes to a time frame set forth in this Agreement shall be accomplished by a written request to the Department's project attorney and project manager, which request shall be timely responded to in writing. The Department's decision relative to a request for a time frame change shall be subject to dispute resolution pursuant to Paragraph XII.

H. 1. If there are multiple parties signing this Agreement, the term "Volunteer" shall be read in the plural where required to give meaning to this Agreement. Further, the obligations of the Volunteers under this Agreement are joint and several and the "bankruptcy" or failure by any Volunteer to implement the obligations under this Agreement shall not affect the obligations of the remaining Volunteer(s) to carry out the obligations under this Agreement.

2. If Volunteer is a partnership, the obligations of all general partners, including limited partners who act as general partners, to finance and perform obligations under this Agreement and to pay amounts owed the Department under this Order are joint and several. In the event of the insolvency or other failure of any one or more of the general partners to implement the requirements of this Agreement, the remaining general partners shall complete all such requirements.

3. Notwithstanding the foregoing Subparagraphs XIV.H.1 and 2, if multiple parties sign this Agreement as Volunteers but not all of the signing parties elect, pursuant to Subparagraph II.F.2, to implement a Work Plan, then all Volunteers are jointly and severally liable for each and every obligation under this Agreement through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Volunteers electing to perform additional work shall be jointly and severally liable under this Agreement for the

obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Agreement relative to the activities set forth in such Work Plan(s). Further, only those Volunteers electing to implement such additional Work Plan(s) shall be eligible to receive the release and covenant not to sue as provided under Subparagraph II.H.

I. Except as provided in Subparagraph XIV.O., and to the extent authorized under 42 U.S.C. Section 9613, New York General Obligations Law Section 15-108, and any other applicable law, Volunteer shall be deemed to have resolved its liability to the State for purposes of contribution protection provided by CERCLA Section 113(f)(2) for "matters addressed" pursuant to and in accordance with this Agreement. "Matters addressed" in this Agreement shall mean all response actions taken to implement this Agreement for the Site and all response costs incurred and to be incurred by any person or party in connection with the work performed under this Agreement, including reimbursement of the State's costs pursuant to this Agreement.

J. Volunteer, Volunteer's grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Volunteer including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Volunteer's responsibilities under this Agreement.

K. All activities undertaken by Volunteer pursuant to this Agreement shall be performed in accordance with the requirements of all applicable federal and State laws and regulations.

L. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in ECL Article 27, Title 13 or in regulations promulgated under such statute shall have the meaning assigned to them under said statute or regulations. Whenever terms listed in the Glossary attached hereto are used in this Agreement or in the attached Exhibits, the definitions set forth in the Glossary shall apply. In the event of a conflict, the definition set forth in the Glossary shall control.

M. Volunteer's obligations under this Agreement represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.

N. This Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

O. Volunteer and Volunteer's employees, servants, agents, lessees, sublessees, grantees, successors, and assigns hereby waive any right to pursue reimbursement of monies expended by Volunteer prior to the Termination Date as against the State or the Spill Fund, and agree to indemnify and hold harmless the Spill Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that any of same has or

may have as a result of Volunteer's entering into or fulfilling the terms of this Agreement with respect to the Site.

P. The effective date of this Agreement is the 10th Day after the date it is signed by the Commissioner or the Commissioner's designee.

DATED: JAN - 6 2003

ERIN M. CROTTY, COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



Dale A. Desnoyers
Acting Division Director
Division of Environmental Remediation

CONSENT BY VOLUNTEER

Volunteer hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

GTE Operations Support Incorporated *Dad*

By: Marianne Dade

Title: Secretary

Date: 2/22/02

New York
STATE OF ~~TEXAS~~)
New York) s.s.:
COUNTY OF ~~DALLAS~~)

On the 22 day of Feb., in the year 2002, before me, the undersigned, personally appeared MARIANNE Dade, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Fredric J. Lomeli
Signature and Office of individual
taking acknowledgment

FRÉDÉRIC JAMICELI
NOTARY PUBLIC, State of New York
No. 012A4718931
Qualified in Putnam County
Commission Expires June 30, 2002

EXHIBIT "A"

Map of Site

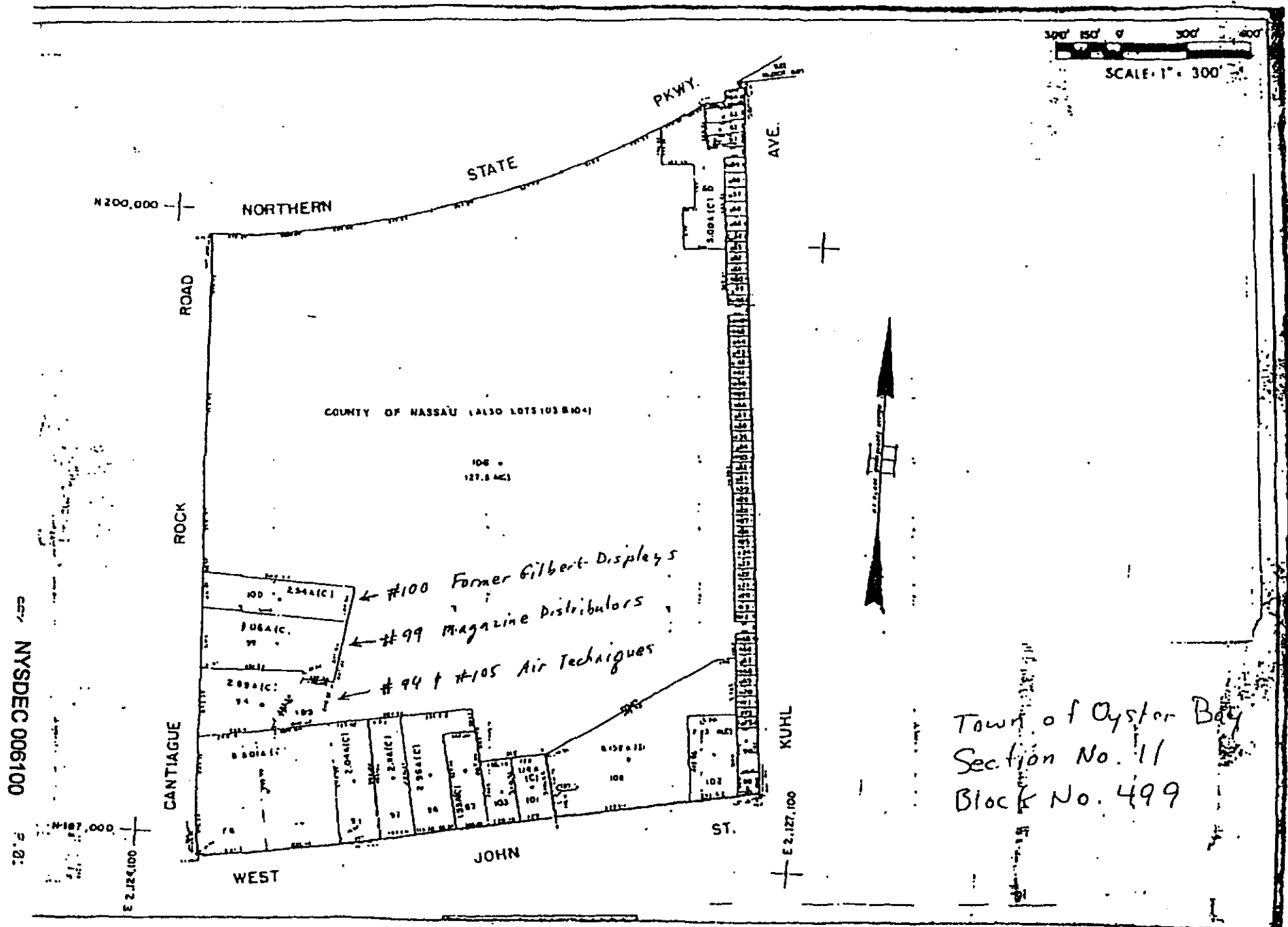


EXHIBIT "B"

Department-Approved Work Plan(s)

EXHIBIT "C"**Release and Covenant Not to Sue**

Unless otherwise specified in this letter, all terms used in this letter shall have the meaning assigned to them under the terms of the Voluntary Cleanup Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and GTE Operations Support Incorporated ("Volunteer"), Index No. W1-0903-01-12 (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Agreement's Work Plan(s) relative to the Site, located at 140 Cantiague Rock Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York has been successfully implemented.

The Department, therefore, hereby releases, covenants not to sue, and shall forbear from bringing any action, proceeding, or suit pursuant to the Environmental Conservation Law, the NL or the State Finance Law, and from referring to the Attorney General any claim for recovery of costs incurred by the Department, against Volunteer and Volunteer's lessees and sublessees, grantees, successors and assigns, and their respective secured creditors, for the further investigation and remediation of the Site, based upon the release or threatened release of Covered Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of the Agreement continue to be or have been made to the Department, (b) appropriate deed restrictions remain recorded in accordance with Paragraph X of the Agreement, and (c) Volunteer and/or its' lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Work Plan providing for OM&M, if any. Nonetheless, the Department hereby reserves all of its rights concerning, and such release, covenant not to sue, and forbearance shall not extend to natural resource damages or to any further investigation or remedial action the Department deems necessary:

- due to migration off-Site of contaminants resulting in impacts that are not inconsequential to environmental resources, to human health, or to other biota and to off-Site migration of petroleum;
- due to environmental conditions or information related to the Site which were unknown at the time this Release and Covenant not to Sue was issued and which indicate that the Contemplated Use cannot be implemented with sufficient protection of human health and the environment;

- due to Volunteer's failure to implement the Agreement to the Department's satisfaction; or
- due to fraud committed by Volunteer in entering into or implementing this Agreement.

Additionally, the Department hereby reserves all of its rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to Volunteer nor to any of Volunteer's lessees, sublessees, successors, or assigns who cause or allow a release or threat of release at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Covered Contamination; or cause or allow the use of the Site to change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to any of Volunteer's lessees, sublessees, successors, or assigns who is otherwise a party responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same resulting solely from the Agreement's execution.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department, the one seeking the benefit of this release, covenant not to sue, and forbearance shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Covered Contamination.

Notwithstanding any other provision in this release, covenant not to sue, and forbearance,

- if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this letter shall be construed or deemed to preclude the State of New York from recovering such claim.
- except as provided in this letter and in Agreement, nothing contained in the Agreement or in this letter shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights (including, but not limited to, the right to recover natural resources damages) with respect to any party, including Volunteer.
- nothing contained in this letter shall prejudice any rights of the Department to take any investigatory or remedial action it deems necessary if Volunteer fails to comply with the Agreement or if contamination other than Existing Contamination is encountered at the Site.

- nothing contained in this letter shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.
- nothing contained in this letter shall be construed to affect the Department's right to terminate the Agreement under the terms of the Agreement at any time during its implementation if Volunteer fails to comply substantially with the Agreement's terms and conditions.

In conclusion, the Department is pleased to be part of this effort to return the Site to productive use of benefit to the entire community.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION

By: _____

Date: _____

Appendix "A"

(to Exhibit "C")

Map of the Site

Exhibit "D"

NOTICE OF AGREEMENT

This Notice is made as of the ____ day of _____, 2002 by GTE Operations Support Incorporated regarding a parcel of real property located at 140 Cantiague Rock Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, bearing Tax Map Numbers Section No.11, Block No. 499, Lot No.100 (the "Property"); and

WHEREAS, GTE Operations Support Incorporated ("Volunteer"), entered into an agreement with the Department of Environmental Conservation, Index # W1-0903-01-12 (the "Agreement"), concerning contamination which is or may be present on the Property, which Agreement was executed on behalf of the Department on _____; and

WHEREAS, in return for the remediation of the Property pursuant to the Agreement to the satisfaction of the Department, the Department will provide Volunteer and its lessees and sublessees, grantees, successors and assigns, including their respective secured creditors, with a release, covenant not to sue, and forbearance from bringing any action, proceeding, or suit related to the Site's further investigation or remediation, subject to certain reservations set forth in the Agreement; and

WHEREAS, pursuant to the Agreement, Volunteer agreed to cause the filing of a notice of the Agreement with the Nassau County Clerk,

NOW, THEREFORE, Volunteer, for itself and for its successors and assigns, declares that:

1. This Notice of the Agreement is hereby given to all parties who may acquire any interest in the Property; and
2. This Notice shall terminate upon the filing of a Notice of Termination of this Agreement after having first received approval to do so from the New York State Department of Environmental Conservation or having terminated the Agreement pursuant to its Paragraph XII.

IN WITNESS WHEREOF, Volunteer has executed this Notice of Agreement by its duly authorized representative.

Dated:

By: _____

STATE OF TEXAS)
) s.s.:
COUNTY OF DALLAS)

On the _____ day of _____, in the year 2002, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. ---

Signature and Office of individual
taking acknowledgment

Appendix "A"

(to Exhibit "D")

Map of the Property

NYSDEC 006106

Exhibit "E"

DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT, made the ___ day of _____ 2002, by {property owner name}, a {natural person residing at / partnership organized and existing under the laws of the State of [state name] and having an office for the transaction of business at / corporation organized and existing under the laws of the State of [state name] and having an office for the transaction of business at} {address}:

WHEREAS, {property owner name} is the owner of a parcel of real property which is participating in the New York State Department of Environmental Conservation's (the "Department's) Voluntary Cleanup Program, namely, the [] Site, located on _____ in the _____ of _____, County of _____, State of New York, which is part of lands conveyed by { } to { } by deed dated { } and recorded in the _____ County Clerk's Office on {date} in Book _____ of Deeds at Page _____ and being more particularly described in Appendix "A," attached to this declaration and made a part hereof, and hereinafter referred to as "the Property"; and

WHEREAS, the Property is the subject of a voluntary cleanup agreement entered into by _____ and the Department; and

WHEREAS, the Department approved a remedy to eliminate or mitigate all significant threats to the environment presented by the contamination disposed at the Property such remedy requires that the Property be subject to restrictive covenants.

NOW, THEREFORE, _____, for itself and its successors and/or assigns, covenants that:

First, the Property subject to this Declaration of Covenants and Restrictions, is as shown on a map attached to this declaration as Appendix "B" and made a part hereof, and consists of [insert metes and bounds description]

Second, unless prior written approval by the New York State Department of Environmental Conservation or if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens, hereinafter referred to as "the Relevant Agency," is first obtained, there shall be no construction, use or occupancy of the Property that results in the disturbance or excavation

of the Property, which threatens the integrity of the soil cap, or which results in unacceptable human exposure to contaminated soils.

Third, the owner of the Property shall maintain the cap covering the Property by maintaining its grass cover or, after obtaining the written approval of the Relevant Agency, by capping the Property with another material.

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for [define Use] without the express written waiver of such prohibition by the Relevant Agency.

Fifth, the owner of the Property shall prohibit the use of the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Relevant Agency.

Sixth, the owner of the Property shall continue in full force and effect any institutional and engineering controls required under the Agreement and maintain such controls unless the owner first obtains permission to discontinue such controls from the Relevant Agency.

Seventh, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property and shall provide that the owner, and its successors and assigns, consent to the enforcement by the Relevant Agency, of the prohibitions and restrictions that Paragraph X of the Agreement requires to be recorded, and hereby covenants not to contest the authority of the Department to seek enforcement.

Eighth, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Relevant Agency has consented to the termination of such covenants and restrictions, that the said conveyance is subject to this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

[acknowledgment]

Glossary of Terms

The following terms shall have the following meanings:

"ADD": Assistant Division Director, Division of Environmental Remediation

"CERCLA": the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

"Covered Contamination": the concentrations of Existing Contamination remaining on the Site on the date that the Department issues the Release set forth in Exhibit "C."

"CPLR": the Civil Practice Law and Rules, as amended.

"Day": a calendar day unless expressly stated to be a working day. "Working Day" shall mean a day other than a Saturday, Sunday or State holiday. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday or State holiday, the period shall run until the close of business of the next working day.

"Department": the New York State Department of Environmental Conservation.

"ECL": the Environmental Conservation Law, as amended

"Force Majeure Event": an event which is brought on as a result of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Volunteer's reasonable control.

"IRM": an interim remedial measure which is a discrete set of activities which can be undertaken without extensive investigation and evaluation to prevent, mitigate, or remedy environmental damage or the consequences of environmental damage attributable to a Site.

"NL": the Navigation Law, as amended.

"OM&M": Operation, monitoring and maintenance.

"Professional Engineer": an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

"Spill Fund": the New York State Environmental Protection and Spill Compensation Fund, as amended.

"State Costs": all the State's expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for negotiating, implementing, and administering this Agreement. Approved agency fringe benefit and indirect cost rates will be applied.

"Termination Date": the date upon which (i) the Release (Exhibit "C") is issued or the Department approves the final report relative to the OM&M at the Site, whichever is later; or (ii) the Agreement terminates pursuant to Paragraph XII or is nullified pursuant to Subparagraph XIV.A.2.

"Trustee": the Trustee of New York State's natural resources.

"Work Plan": a Department-approved work plan, as may be modified, pertaining to the Site that Volunteer shall implement and that is attached to this Agreement.

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DEC Radiation

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New York State Department of Environmental Conservation**Division of Solid and Hazardous Materials****Bureau of Radiation & Hazardous Site Management, Room 402****50 Wolf Road, Albany, New York 12233-7255****Phone: (518) 457-2225 FAX: (518) 485-8390****Website: www.dec.state.ny.us**

Erin M. Crotty
Acting
Commissioner

FAXTO: *Paul Giardina*DEPARTMENT/COMPANY: *EPA*FAX NUMBER: *212-637 4942*FROM: *Bart Youngberg*

Bureau of Radiation & Hazardous Site Management

DATE: *4/10/01******
Info on Sylvania Site - Hicksville, L.I.NUMBER OF PAGES: INCLUDING COVER 3

FOR VERIFICATION/PROBLEMS CALL (518) 457-2225

OUR FAX NUMBER IS (518) 485-8390

COMMENTS:



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B. Site History

1. Previous uses of site and types of operation (also include here information from Section III of this application)

Detailed information on previous Site uses and types of operations at the Site is provided in Section IIIA and IIIB of this Voluntary Cleanup Program Application. The following narrative is a summary of GTEOSI's operations history at the Site.

The names of the former facility were determined by GTEOSI as follows:

- Sylvania Atomic Energy Division Facility - circa 1952-1957
- Sylvania -Corning Nuclear Corporation Facility - circa 1957-1960
- Sylvania Sylcor Division Facility - circa 1960-1967
- Sylvania Parts Division Facility (Lot 79 only) - circa 1967-1978 Sylvania Chemical/Metallurgical Division, High Temperature Composites Laboratory Lot 79 only - circa 1970

Figure 2-1 of the Work Plan shows the locations of buildings formerly used for manufacturing at the site. Buildings #1 and #2 on Lot 80 already existed when Sylvania first occupied the property in 1952. Sylvania acquired the remainder of Lot 79 in 1957, and constructed building #4 circa 1957 - 1958 for the purpose of manufacturing atomic fuel elements for reactors used in research and electric power generation. Records indicate that Sylvania operated under license #SNM-82 issued from the Atomic Energy Commission (AEC; Nuclear Regulatory Commission). Sylvania was required to obtain a license to produce enriched uranium (uranium enriched with isotope uranium-235) for fuel rod fabrication (NRC 1996). The facility was used to manufacture nuclear fuel elements for the AEC, as well as high temperature coatings and composite alloys for space and aircraft industries. Records also indicate that Sylvania operated research pilot and metallurgical laboratories on Lots 79 and 80. Records circa 1960 speak of expansion of a beryllium laboratory (location unknown) and of beryllium research and processing during the 1960s.

With the sale of Sylvania Nuclear Division's equipment, tooling, and license assets to National Lead Industries in 1966, the production of nuclear fuel elements and components at the facility ceased. According to NRC (1996), the AEC removed the Site in 1967 from licensing requirements, due to cessation of nuclear

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V. Voluntary Cleanup Site Assessment Report

products production activities. Non-nuclear production activities at Lot 79 ceased completely during 1972, with the sale of the parcel to Dewiant Corporation.

Between 5/66 and 4/69, six buildings, along with foundations, were removed at Lot 79. The foundations of three of these buildings may have been disposed of somewhere on the Sylvania property. A contractor one Fallacara, partially filled in at least one recharge basin, and installed a parking lot along the lot line of Lots 79 and 80. Also during 1967, Building # 4 on Lot 79 was reportedly decontaminated. According to GTEOSI (1996, Exhibit A of the Site Work Plan), Sylvania property on Caniague Rock Road, excluding those recharge basins not filled, were certified for use as "other than a radiation installation" by the NYS Department of Labor, Division of Industrial Hygiene.

O'Brien & Gere Engineers, Inc.

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